

THE STATE OF TEXAS

COUNTY OF COLLIN

Subject: Agreements, US Army Corp of Engineers and the Trinity Trail Preservation Association - Special Projects

On March 26, 2008, the Commissioners Court of Collin County, Texas, met in regular session with the following members present and participating, to wit:

**Keith Self
Phyllis Cole
Jerry Hoagland
Joe Jaynes
Jack Hatchell**

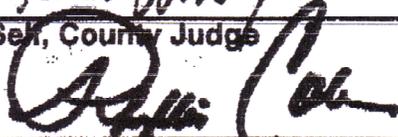
**County Judge, Presiding
Commissioner, Precinct 1
Commissioner, Precinct 2
Commissioner, Precinct 3
Commissioner, Precinct 4**

During such session the court considered a request for approval of Agreements with the US Army Corp of Engineers and the Trinity Trail Preservation Association.

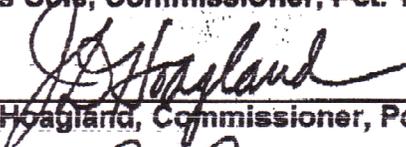
Thereupon, a motion was made, seconded and carried with a majority vote of the court for approval of Agreements with the US Army Corp of Engineers and the Trinity Trail Preservation Association for the Operation, Maintenance and Development of Trinity Trail at Lavon Lake and further authorize the County Judge to finalize and execute same. Same is hereby approved in accordance with the attached documentation.



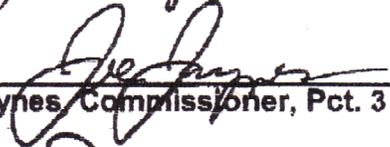
Keith Self, County Judge



Phyllis Cole, Commissioner, Pct. 1



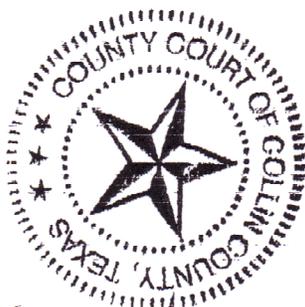
Jerry Hoagland, Commissioner, Pct. 2



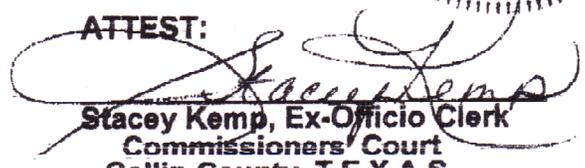
Joe Jaynes, Commissioner, Pct. 3



Jack Hatchell, Commissioner, Pct. 4



ATTEST:



Stacey Kemp, Ex-Officio Clerk
Commissioners Court
Collin County, T E X A S

**Trinity Trail on Lake Lavon
Maintenance and Management Agreement
Between Collin County and Trinity Trail Preservation Association**

This Operation and Management Agreement (agreement), shall be a binding agreement between Collin County (hereinafter, "County") and Trinity Trail Preservation Association (hereinafter "TTPA"), and shall outline each of their respective obligations for Trinity Trail (hereinafter, the "Trail").

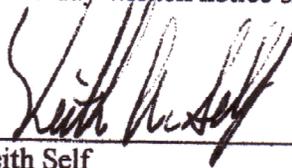
It is understood and agreed that:

1. (a) TTPA shall be responsible for maintenance of Trinity Trail on Lake Lavon. The existing Trail, hereinafter referred to as the southern trail section, extends from Brockdale Park trailhead south to the East Fork Park trailhead, including the Trail through Collin Park. Trails proposed for future construction from Brockdale Park to Highland Park are hereinafter referred to as the northern trail section. No special rights, privileges, or use is granted or implied.
(b) Trail maintenance shall include, but is not limited to, proper alignment, repair of trail erosion, trail tread repair, grass mowing, brush and tree trimming, trash pickup and removal, etc.
(c) All development, maintenance and land management shall conform to the most appropriate techniques, guidelines and specifications in current use by the U.S. Army Corps of Engineers (hereinafter, the "Corps"), National Park Service and other agencies or trail organizations.
(d) The Special Projects Manager is designated by the Commissioners Court as their representative to ensure Agreement compliance.
(e) The President, or his designated appointee, shall be the authorized representative of TTPA.
2. (a) The date of this Agreement shall be the date on which it has been approved by both the County and TTPA (hereinafter, the "parties"), and executed by each of the parties.
(b) Term of this Agreement shall be in effect for an indefinite period from the date of its execution. This Agreement may be modified or amended upon written request of either party and approval of both parties. Participation in this Agreement may be terminated with sixty (60) day written notice from either party.
3. All operations, development and land management shall be in accordance with all Corps policies and procedures and the Memorandum of Understanding (MOU) and Trail Management Plan between the Corps and the County, which is attached as Exhibit 'A' and 'B'.
4. (a) Subject to preliminary review and written approval of current conditions by the Corps, TTPA assumes all risks of loss, injury or damage and shall take proper care, safety and health precautions to protect the County, the public and property of others in connection with use and maintenance of the Trail.
(b) TTPA agrees to hold harmless Collin County and its agents, employees, elected and appointed officials and volunteers from any and all claims, lawsuits, actions, demands, expenses and damages arising from the Club's use and/or maintenance of the Trail pursuant to the terms of this Agreement.

- (c) TTPA shall obtain and maintain General Liability Insurance coverage for all activities performed on this site, naming the County as an Additional Insured. Liability limits shall be no less than \$1 million per occurrence. The selected insurance carrier shall have a rated financial capacity of no less than B+; VII rating from A.M. Best Company or equivalent. Reimbursement by the County of any additional costs for naming it as an additional insured under the TTPA policy coverage can be negotiated upon expiration of the Agreement.
 - (d) All volunteers participating in activities at Trinity Trail are required to complete and return a Volunteer Liability Waiver to TTPA prior to the activity. TTPA shall provide copies of completed waivers to Collin County upon written request.
 - (e) Special event insurance coverage may be required at the discretion of the Corps and shall name the County as Additional Insured.
5. County shall:
 - (a) liaison with the Corps, with TTPA leadership and trail steward for trail maintenance;
 - (b) inspect trail for needed maintenance and management; prepare and submit to TTPA a report outlining findings and requirements for trail and erosion repair;
 - (c) provide technical review of TTPA improvement plans for appropriate trail design, maintenance techniques, problem areas and repair, etc.;
 - (d) provide for trash hauling at the trailhead parking areas in Brockdale Park, East Fork Park and Highland Park;
 - (e) cooperate with TTPA as TTPA seeks funding, prepares and documents grant application, etc., where possible for TTPA to provide appropriate documentation or other requirements to obtain funding for Trail maintenance and upgrade.
6. Trinity Trail Preservation Association shall:
 - (a) liaison with County Special Projects Manager for Trail maintenance and related activities;
 - (b) designate a trail steward to coordinate with Special Projects Manager; the trail steward shall be responsible for oversight of planning, scheduling, and trail maintenance activities in order to ensure conformance with the Agreement;
 - (c) provide equipment and labor, as needed to maintain the Trail facility in a safe condition at all times as described herein;
 - (d) provide services including, but not limited to trailhead and trail mowing, trash pickup, fencing, etc., as needed to keep the facility in an orderly and well-kept appearance;
 - (e) provide needed services for TTPA sponsored activities including, but not limited to mowing, trash pickup and special event sanitary facilities; and,
 - (f) require and collect volunteer liability waivers for all TTPA members, volunteers and others who perform maintenance on the trail.
7. TTPA membership shall periodically provide volunteer assistance with special projects relating to Trinity Trail. Activities may include special events, tree plantings, etc. These projects will be scheduled through the County and TTPA leadership.
8.
 - (a) Trail alignment/realignment and improvement projects must be submitted for consideration prior to plan construction and implementation;
 - (b) Written plans and/or drawings for erosion control and/or other similar Trail improvements shall be submitted to the Special Projects Manager for approval by the County and Corps prior to construction; Commissioners Court approval is required for all building and construction plans.

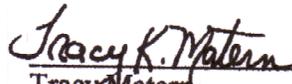
(c) Special projects may be considered for cooperative implementation. Requests must be in writing with sufficient detail for evaluation by the County and the Corps.

9. It is recognized that certain municipalities whose citizens are most likely to frequent the Trail, more particularly, but not limited to, those municipalities which about the Trail, may themselves have an interest in working directly with the Corps on management of the Trail and its related facilities (parking, etc.). Should any of these municipalities, alone or in conjunction with any of its neighboring towns, cities, or other municipalities (hereinafter the "Cities"), reach a development and maintenance agreement, which shall provide the same public benefits currently provided by the MOU and is acceptable to and approved by the Corps, then the County shall forfeit its rights under the MOU and allow said Cities to enter an MOU directly with the Corps.
10. TTPA shall provide the County with copies of bylaws, executive officers and membership roster and insurance coverage. Updated information shall be submitted as necessary, but at least on an annual basis.
11. (a) TTPA is charged at all times with full knowledge of and adherence to all the limitations and requirements of the MOU and this Agreement, including the necessity for correction of deficiencies, as well as, with compliance with reasonable requests by the County or Corps.
(b) Notices of non-compliance shall be given in writing along with a stated and reasonable period of time in which to correct the non-compliance. Failure to satisfactorily correct any substantial or persistent non-compliance within the specified time is grounds for closure of all or part of the premises, after notice in writing of such intent.
(c) In the event that any condition arises or is discovered on the Trail, which poses a significant and immediate danger to prospective trail users, the Commissioners Court may close the Trail immediately, at its discretion, until such time as the dangerous condition has been restored to a reasonably safe condition. If the condition does not relate to the responsibilities of TTPA, pursuant to this Agreement, the County agrees to work, to the best of its abilities, with TTPA and other necessary parties to correct said condition as efficiently as possible, in order to expedite reopening of the Trail.
12. At the termination of the MOU or this Agreement, whichever first occurs, TTPA shall be responsible for restoration of the Trail facility improvements as required by the Corps pursuant to the terms of the Easement.
13. Failure to comply with any of the terms of this Agreement is grounds for cancellation. A 60-day written notice shall be given for cancellation.



Keith Self
County Judge
Collin County
Court Order 2008-203-03-26

3/27/08
date



Tracy Matern
President
Trinity Trail Preservation Association

02/26/08
date