

16. NOTICES

16.01 All notices required or permitted under this Agreement may be given to a party personally or by mail, addressed to such party at the address stated below or to such other address as one party may from time to time notify the other in writing. Any notice so given shall be deemed to have been received when deposited in the United States mail so addressed with postage prepaid:

CITY:
City of Fort Worth
c/o Director Parks and Community
Services Department
4200 South Freeway, Suite 2200
Fort Worth, TX 76115

FOTHNA
Friends of Tandy Hills Natural Area, Inc.
Attn: Don Young
P.O. Box 470041
Fort Worth, TX 76147

17. SEVERABILITY, WAIVER AND SECTION HEADINGS

17.01 In the event any covenant, condition, or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such covenant, condition, or provision shall in no way affect any other covenant, condition, or provision herein contained, provided however, that the invalidity of any such covenant, condition, or provision does not materially prejudice either FOTHNA or CITY in connection with the rights and obligations contained in the valid covenants, conditions, or provisions of this Agreement.

17.02 The failure of City to insist on the performance of any term or provision of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment to any extent of CITY's ability to assert or rely on any such term or right on any future occasion. The waiver by the CITY of any default or breach of a term, covenant, or condition of this Agreement shall not be deemed to be a waiver of any other breach of that term, covenant, or condition or of any other term, covenant, or condition of this Agreement, regardless of when the breach occurred.

17.03 The section headings contained herein are solely for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

18. ENTIRE UNDERSTANDING; MODIFICATION

18.01 This written instrument (including all attachments, schedules, and exhibits attached hereto) constitutes the entire understanding of the parties concerning CITY's and FOTHNA's roles and obligations in regard to Tandy Hills Park and Natural Area. Any prior or contemporaneous oral or written agreement that purports to vary from the terms hereof shall be void.

18.02 Amendments to this Agreement or to any attachment, schedule, or exhibit attached hereto may be proposed by either party and shall take effect on written approval by both parties.

18.03 This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and properly authorized assigns.

19. CHOICE OF LAW; VENUE

19.01 This Contract shall be governed by and construed in accordance with the laws of the State of Texas.

19.02 If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Agreement, venue for such action shall lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas – Fort Worth Division.

20. EXECUTION

20.01 By executing this Agreement, FOTHNA's agent affirms that he or she is authorized by FOTHNA to execute this Agreement and that all representations made herein with regard to FOTHNA's identity, address, and legal status are true and correct.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and any attachments and exhibits in multiples in Fort Worth, Tarrant County, Texas, this the 15th day of April, 2010.

CITY OF FORT WORTH

FRIENDS OF TANDY HILLS NATURAL AREA, INC. I ACKNOWLEDGE THAT THE CITY OF FORT WORTH RISK MANAGEMENT ANALYST HAS APPROVED THE FOTNA INSURANCE COVERAGE TO COMPLY WITH THIS AGREEMENT

By: Charles W. Daniels
Charles W. Daniels
Assistant City Manager

By: Don Young
Don Young, Director

Attest:
By: Martinez
City Secretary

Approved as to Form and Legality:
By: [Signature]
Assistant City Attorney
MD M+L (PQ)



OFFICIAL RECORD
CITY SECRETARY
FT WORTH TX

Client#: 102129

FRIEN9

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
03/30/2010

| | | |
|--|--|---------------|
| PRODUCER SELECT COMMERCIAL Higginbotham & Assoc., Inc. P O Box 908 Fort Worth, TX 76101 | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. | |
| | INSURERS AFFORDING COVERAGE | NAIC # |
| INSURED Friends of Tandy Hills Natural Area Inc P.O. Box 470041 Fort Worth, TX 76147 | INSURER A: Republic Lloyds | 19208 |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR ADD'L LTR INSRG | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|----------------------|--|---------------|----------------------------------|-----------------------------------|--|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | GL5506647 | 03/12/10 | 03/12/11 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPIOP AGG \$2,000,000 |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | GL5506647 | 03/12/10 | 03/12/11 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$ |
| | EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$ | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below | | | | WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| A | OTHER Liquor Liab. | GL5506647 | 03/12/10 | 03/12/11 | \$1,000,000/\$2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder is included as Additional Insured with a Waiver of Subrogation issued in their favor on the General Liability, Liquor Liability and Hired & Non-Owned Auto Liability policy where required by written contract but only in accordance with policy terms, conditions and exclusions and only with respect to liability arising out of operations of the named insured.

CERTIFICATE HOLDER

City of Fort Worth
 ATTN: Park Superintendent (PACS)
 4200 Seminary, Ste 2200
 Fort Worth, TX 76115

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

James R. P. O.