

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
CITY OF CELINA, TEXAS AND
CELINA INDEPENDENT SCHOOL DISTRICT**

This Agreement (hereinafter referred to as the "Agreement"), is made and entered into by and between the City of Celina, Texas, a home-rule municipality (hereinafter referred to as the "City"), located in Denton County, Texas, and the Celina Independent School District, a political subdivision of the State of Texas (hereinafter referred to as the "District").

WHEREAS, the Interlocal Cooperation Act, Chapter 791, Texas Government Code (hereinafter referred to as the "Act"), authorizes local governments to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

WHEREAS, the City and the District are both local governments as defined by Section 791.003(4) of the Act engaged in the provision of governmental functions and services to their citizens; and

WHEREAS, these functions and services serve the public health, safety, and welfare, promote efficiency and effectiveness of local governments, and are of mutual concern to the contracting parties; and

WHEREAS, the City and the District, in expending funds in the performance of the governmental functions or in performing such governmental functions under this Agreement, shall make payments therefor only from current revenues legally available to such party; and

WHEREAS, the District owns and operates certain school sites in and around the City, including Celina Primary School, Celina Elementary School, Celina O'Dell Elementary School, Celina Junior High and Celina High School; and

WHEREAS, the City desires to utilize, and the District desires to allow the use of, these school sites as sports facilities through this Interlocal Agreement; and

WHEREAS, the City desires to provide residents of the City with access and use of school ground facilities after school hours and on weekends; and

WHEREAS, the District desires waivers of City building inspection fees, fire prevention fees, capital recovery fees, planning and zoning fees, subdivision fees, reservation fees, and health and code enforcement fees (collectively, the "City Fees"); and

WHEREAS, this Agreement is made under the authority of sections 791.001-791.029 of the Texas Government Code; and

WHEREAS, the governing bodies of each party find that the subject of this Agreement is necessary for the benefit of the public and that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this Agreement; furthermore, the governing bodies find that the performance of this Agreement is in the common interest of both parties.

NOW, THEREFORE, the City and the District, for the mutual consideration hereinafter stated, the receipt and legal sufficiency of which are hereby acknowledged by the City and District, agree and understand as follows:

Section 1. AGREEMENT

A. This Agreement shall supersede all previous agreements between the District and the City for Facilities Usage and payment of City Fees.

B. The City and the District agree, under the terms and conditions provided herein, to permit for joint use of the District's Facilities and the City Facilities for recreational, cultural, informational, and athletic activities for the mutual benefit of the parties.

C. Notwithstanding anything herein to the contrary, a material part of the consideration to the City and the District for entering into this Agreement is the commitment by the District and the City to allow each party to utilize the other party's facilities for youth and adult recreational, cultural and athletic activities.

D. The City and the District will, respectively, be responsible for all costs for water, sewer, telephone, electric utilities, and facility maintenance associated with their respective facilities covered by this Agreement except as may be otherwise provided herein; provided, however, in the event the City or District incurs any extraordinary utility, building or facility maintenance charges arising from the other party's use, in which case the other party shall be responsible for contributing funds related to such extraordinary charges. Also, the City and the District shall be responsible for maintaining the facilities under their respective custody and control and keep such facilities free of litter, trash, overgrowth, or any other natural or manmade conditions which would diminish the quality of property or impair its public purpose.

E. The City and the District mutually agree to waive all cost recovery fees in the interest of providing the highest and best service with the least possible expenditure of public funds for both parties. This shall include, but not be limited to, administrative charges, rental fees, installation costs, meter costs, on-site supervision fees, janitorial maintenance fees, HVAC charges, utility charges, building inspection fees, fire prevention fees, capital recovery fees, planning and zoning fees, subdivision fees, reservation fees, and health and code enforcement fees for the District Facilities and City Facilities. The District will be responsible for paying to the City all monthly utility fees, including water sewer, and trash for the District's Facilities.

Section 2. FINDINGS INCORPORATED

A. The findings set forth above are incorporated into the body of this Agreement as if fully set forth herein.

Section 3. TERM

A. This Agreement shall continue in force for a period of five (5) years from the date of execution and thereafter on a year-to-year basis until one of the parties shall give the other party ninety (90) days' written notice of intent to terminate as provided hereinafter, or until superseded.

Section 4. USE OF DISTRICT FACILITIES

A. The District will make available for use for recreational activities by the City and the public all sport field areas and facilities (hereinafter referred to as the "School Facilities"), as depicted in **Exhibit A**, attached hereto and incorporated herein for all purposes. The School

Facilities shall be open to the general public and available for use by the general public and City after school hours, outside of scheduled school practices and events, and on weekends (the "District Reservations") during the Term of this Agreement. The District shall provide to the City, upon execution of this Agreement, a calendar indicating the known District Reservations for next Twelve (12) months. On each anniversary of the execution of this Agreement, the District will again provide to the City the known District Reservations. It is understood by the parties that the District shall have first priority in scheduling and the City shall have second priority and that the District may, at any time, add events to the previously submitted District Reservations calendar. The City shall schedule use of School Facilities by completing a District facility usage form. The facility usage form should be submitted at least two (2) weeks in advance of a proposed event or usage. Upon approval a copy of the signed and approved form will be returned to the City. The District will use all reasonable efforts to not cancel a previously approved and scheduled usage or event. If cancelation is required for a District activity, the District will provide 24 hours advance notice and make a good faith effort to provide alternate School Facilities. The parties may negotiate additions and deletions to the School Facilities available for the City's and public use on an annual basis.

B. The City may not leave or store any equipment or other items at the School Facilities without advance written approval by the District. Such approval shall include a designated site for storage of City equipment.

C. The City shall not damage the School Facilities during any use thereof, and shall leave the School Facilities in a condition as neat and safe as at the time the City began said use. The City shall be responsible for any damages the City causes to any School Facilities, and shall promptly repair same.

D. The City's use is subject to the rules and regulations promulgated by the District for use of the School Facilities.

Section 5. USE OF CITY FACILITIES

A. City will make available for use by the District all playground areas and facilities (hereinafter referred to as the "City Facilities"), as depicted in **Exhibit B**, attached hereto and incorporated herein for all purposes. The City Facilities shall be open to the general public and available for use by the general public and District during the term of this Agreement, unless the City has previously scheduled a City-sponsored program (the "City Reservations.") The City shall provide to the District, upon execution of this Agreement, a calendar indicating the known City Reservations for next Twelve (12) months. On each anniversary of the execution of this Agreement, the City will again provide to the District the known City Reservations. It is understood by the parties that the City shall have first priority in scheduling and the District shall have second priority and that the City may, at any time, add events to the previously submitted City Reservations calendar. The District shall schedule use of City Facilities by completing a City facility usage form. The facility usage form should be submitted at least two (2) weeks in advance of a proposed event or usage. Upon approval a copy of the signed and approved form will be returned to the District. The City will use all reasonable efforts to not cancel a previously approved and scheduled usage or event. If cancelation is required for a City activity, the City will provide 24 hours advance notice and make a good faith effort to provide alternate facilities. The parties may negotiate additions and deletions to the City Facilities available for the District's and public use on an annual basis.

B. The District may not leave or store any equipment or other items at the City Facilities without advance written approval by the City. Such approval shall include a designated site for storage of District equipment.

C. The District shall not damage the City Facilities during any use thereof, and shall leave the City facilities in a condition as neat and safe as at the time the District began said use. The District shall be responsible for any damages the District causes to any City Facilities, and shall promptly repair same.

D. The District's use is subject to the rules and regulations promulgated by the City for use of the City Facilities.

Section 6. TERMINATION

This Agreement may be terminated at any time, with or without cause, by either party giving thirty (90) days advance written notice to the other party.

Section 7. MISCELLANEOUS PROVISIONS

A. Effective Date. The effective date of this Agreement shall be the last day this Agreement is approved by a party hereto as indicated on the signature blocks below (the "Effective Date").

B. Entire Agreement. This Agreement represents the entire agreement between City and District and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the governing bodies of both the City and District or those authorized to sign on behalf of those governing bodies.

C. Indemnification Clause. To the extent allowed by law, each party agrees to release, defend, indemnify, and hold harmless the other (and its officers, agents, and employees) from and against all claims or causes of action for injuries (including death), property damages (including loss of use), and any other losses, demand, suits, judgments and costs, including reasonable attorneys' fees and expenses, in any way arising out of, related to or resulting from its performance under this Agreement, or caused by its negligent acts or omissions (or those of its respective officers, agents, employees) in connection with performing this Agreement. This indemnification shall not extend to third parties.

D. Immunity and Defenses. It is expressly understood and agreed that, in the execution of this Agreement, no party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

E. Notice. All notices required by this Agreement shall be addressed to the following, or other such party or address as either party designates in writing, by certified mail, postage prepaid, or by hand delivery.

F. The City and District agree to cooperate with each other in good faith at all times during the term hereof in order to effectuate the purposes and intent of this Agreement.

City of Celina:

Attn: Jason Laumer
City Manager City of Celina
142 N. Ohio St.
Celina, Texas 75009
Telephone: 972-382-2682
Fax: 972-382-3736

Celina Independent School District:

Attn: Rick DeMasters
Superintendent
Celina Independent School District
205 S. Colorado St.
Celina, Texas 75009
Telephone: 469-742-9100
Fax: 972-382-3607

G. Severability Clause. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation have the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

H. Successors and Assigns. This Agreement shall be binding upon the parties hereto, their successors, and assigns. Neither of the parties will assign nor transfer an interest in this Agreement without the written consent of the other party.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

APPROVED by the City Council of the City of Celina, Texas, in its meeting held on the _____ day of _____ 2018, and executed by its authorized representative.

CITY OF CELINA, TEXAS

Jason Laumer, City Manager

ATTEST:

APPROVED AS TO FORM:

Vicki Faulkner, City Secretary

Lance Vanzant, City Attorney

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2018 by Jason Laumer, City Manager of the **CITY OF CELINA, TEXAS**, a home-rule municipality, on behalf of said municipality.

Notary Public in and for the State of Texas

[CELINA ISD SIGNATURES APPEAR ON THE FOLLOWING PAGES]

APPROVED by the Celina Independent School District, Texas, in its meeting held on the _____ day of _____, 2018, and executed by its authorized representative.

CELINA INDEPENDENT SCHOOL DISTRICT

Rick DeMasters, Superintendent

ATTEST:

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2018 by Rick DeMasters, Superintendent **CELINA INDEPENDENT SCHOOL DISTRICT**, a political subdivision of the State of Texas, on behalf of said independent school district.

Notary Public in and for the State of Texas

Exhibit "A"
School Facilities for use by City

Baseball fields

Football fields

Gyms

Exhibit "B"
City Facilities for use by District

Old Celina Park Soccer Fields

Celina ISD employees shall receive resident rates for usage of recreation facilities