

**INTERLOCAL COOPERATION CONTRACT  
BETWEEN  
HIGHWAY 380 MUNICIPAL MANAGEMENT DISTRICT NO. 1  
AND  
DENTON INDEPENDENT SCHOOL DISTRICT**

THE STATE OF TEXAS       §  
                                          §                   KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF DENTON       §

That this **INTERLOCAL COOPERATION CONTRACT** (this "Contract"), is made and entered into as of this 9<sup>th</sup> day of June, 2015 is by and between **HIGHWAY 380 MUNICIPAL MANAGEMENT DISTRICT NO. 1** ("MMD"), a political subdivision of the State of Texas and **DENTON INDEPENDENT SCHOOL DISTRICT** ("DISD"), a political subdivision of the State of Texas (DISD and MMD, herein, the "Districts").

**WITNESSETH:**

WHEREAS, in an effort to increase efficiency and effectiveness, the Interlocal Cooperation Act allows local governments, such as the Districts, to contract with one another to provide governmental functions and services that each party to the contract is authorized to provide;

WHEREAS, the DISD is authorized to acquire, develop and maintain recreational facilities to serve its students and their families;

WHEREAS, the MMD is authorized to acquire, develop and maintain recreational facilities to serve its residents;

WHEREAS, DISD has acquired, developed and is maintaining certain recreational facilities;

WHEREAS, MMD is in the process of acquiring and developing certain recreational facilities that the MMD will convey to DISD;

WHEREAS, the Districts desire to enter into a contract to establish the terms and conditions for the construction, conveyance and joint use of certain recreational facilities and to establish procedures under which such recreational facilities will be maintained;

WHEREAS, the parties have determined that they are authorized to enter into this Contract by the Constitution and laws of the State of Texas.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby

acknowledged by both parties hereto, DISD and MMD agree to the terms and conditions hereinafter set forth, to-wit:

## **ARTICLE I** **DEFINITIONS**

Unless the context requires otherwise, the following terms and phrases used in the Contract shall have the following meanings:

**Section 1.01.** “Contract” means this Contract, including any amendments hereto.

**Section 1.02.** “Current DISD Facilities” means the track and tennis courts located at Navo Middle School.

**Section 1. 03.** “DISD Facilities” means the Current DISD Facilities and the Practice Field.

**Section 1.04.** “Practice Field” means the Practice field and related facilities to be located between the existing Navo Middle School track and Union Park Boulevard as depicted in the attached Exhibit “A”.

## **ARTICLE II** **JOINT USE OF RECREATIONAL FACILITIES**

### **Section 2.01. Construction, Operation, Maintenance and Use of the DISD Recreational Facilities.**

**A. Construction and Conveyance.** MMD shall cause the Practice Field to be constructed and conveyed to DISD and the MMD shall reserve the right to use the Practice Field, before or after school hours on school days, and on non-school days when not in use by a school sanctioned or sponsored event. MMD’s use shall always be in compliance with and subject to the Policies of DISD.

**B. Operation/Maintenance of the Practice Field.** MMD agrees to operate and maintain the Practice Field in good condition and state of repair, however, the DISD shall have the right, but not the obligation, to maintain and improve the Practice Field.

**C. Use of DISD Facilities.** MMD residents shall be allowed to use the DISD Facilities before or after school hours on school days, and on non-school days when not in use by a school sanctioned or sponsored event. MMD’s use shall always be in compliance with and subject to the Policies of DISD.

**D. Use of DISD Facilities During School Days** Although it is not contemplated that such will occur, in the event that MMD residents desire to use DISD Facilities during school hours during school days, such individuals will first have to obtain approval from the senior

administrator of Navo Middle School. Such individuals may be required to present proof of their identity, and undergo a criminal background check, prior to obtaining approval for access to the DISD Facilities.

**E. Improvements for Use and Access** DISD and MMD have contemplated the need to make certain improvements to the real estate, both to the “Practice Field” and “current DISD Facilities” in order to preserve the real estate for its educational purpose as well the recreational use by MMD residents as allowed herein. DISD and MMD agree to cooperate with each other, keep the other party up to date with the intentions and desires for improvements, and to negotiate between the parties the one responsible for the costs of such improvements.

### **ARTICLE III** **MISCELLANEOUS PROVISIONS**

**Section 3.01. Force Majeure.** If either party is rendered unable by force majeure to carry out any of its obligations under this Contract, then the obligations of such party, to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of such inability so caused by for no longer period. The term “Force Majeure” shall include, without limitation of the generality thereof, acts of God, strikes, war, orders of governmental bodies having jurisdiction and other items outside the reasonable control of the party invoking such right.

**Section 3.02. Address and Notice.** Unless otherwise provided in this Contract, any notice, communication, request, reply or advice (herein called “Notice”) herein provided or permitted to be given, made, or accepted by either party to the other must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the party to be notified, with return receipt requested, or by delivering or telecopying the same to an officer of such party, or by prepaid telegram, when appropriate, addressed to the party to be notified. Notice deposited in the mail in the manner hereinabove described shall be conclusively deemed to be effective, unless otherwise stated in this Contract, from and after the date of expiration of three (3) days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the party to be notified. In the event of service interruption or hazardous conditions, however, neither party will delay remedial action pending the receipt of formal notice. For the purposes of notices, the addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to DISD, to:

Denton Independent School District  
James K. Wilson, III, Superintendent  
1307 North Locust  
Denton, Texas 76201  
jwilson@dentonisd.org

With Copy To:

Paul Andress, Executive Director of Operations  
230 North Mayhill Road

Denton, Texas 76208  
pandress@dentonisd.org

If to MMD, to:

Highway 380 Municipal Management District No. 1  
c/o Coats Rose  
Attn: Mindy Koehne  
5420 LBJ Freeway, Suite 600  
Dallas, Texas 75240

With Copy To:  
Hillwood Communities  
Attn: Elaine Ford  
3090 Olive Street, Suite 300  
Dallas, TX 75219  
Phone: (972) 201-2934  
FAX: (972) 201-2959  
E-mail [Elaine.ford@hillwood.com](mailto:Elaine.ford@hillwood.com)

The parties shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify any other address upon fifteen (15) days' written notice to the other party.

**Section 3.03. Assignability.** This Contract shall bind and benefit the respective parties and their legal successors, but shall not otherwise be assignable, in whole or in part, by any party without first obtaining written consent of the other party.

**Section 3.04. Regulatory Agencies.** This Contract shall be subject to all present and future valid laws, orders, rules and regulations of the United States of America, the State of Texas, and of any regulatory body having jurisdiction.

**Section 3.05. No Additional Waiver Implied.** The failure of either party hereto to insist on any one or more instances upon performance of any of the terms, covenants or conditions of this Contract, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition by the other party hereto, but the obligations of such other party with respect to such future performance shall continue in full force and effect.

**Section 3.06. Modification.** Except as otherwise provided in this Contract, this Contract shall be subject to change, modification, or amendment, but only with the mutual consent of the governing bodies of the parties hereto.

**Section 3.07. Parties in Interest.** This Contract shall be for the sole and exclusive benefit of the parties hereto, and shall not be construed to confer any rights upon any third party.

**Section 3.08. Severability.** The provisions of this Contract are severable, and if any provision or part of this Contract or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Contract and the application of such provision or part of this Contract to other persons or circumstances shall not be affected thereby.

**Section 3.09. Merger.** This Contract embodies the entire understanding between the parties and there are no prior effective representations, warranties or agreements between the parties.

**Section 3.10. Construction of Contract.** The parties agree that this Contract shall not be construed in favor of or against either party on the basis that the party did or did not author this Contract. Further, the Contract shall be construed in accordance with the laws of the State of Texas, with venue in Denton County, Texas.

**Section 3.11 Waiver of Governmental Immunity; Remedies.** The Districts agree that this Contract constitutes an agreement for providing goods and services and is subject to the provisions of the Subchapter I of Chapter 271, Texas Local Government Code, as amended, and any successor statute(s), as and if in effect.

In enforcing the performance of the provisions of this Contract, each party to this Contract shall have the right to the exercise of all remedies provided at law or in equity, including particularly, but without limitation, the right to obtain a writ of mandamus requiring the other party to perform its obligations hereunder; provided, however, in no event shall any party have the right to terminate this Agreement. No waiver of any breach or default of any provision of this Agreement shall be deemed a waiver of any subsequent waiver or default.

No party shall be deemed to be in default hereunder until the non-defaulting party has notified it of the default and given it thirty (30) days to cure such default.

If any party hereto is the prevailing party in any legal proceedings against any other party or parties brought under this Contract, such prevailing party shall additionally be entitled to recover court costs and reasonable and necessary attorney's fees from the other party or parties to which the prevailing party is adverse, which fees shall be in addition to any other relief which may be awarded.

**Section 3.12. Term.** This Contract shall be in force and effect from the date of execution hereof for a term of forty (40) years.

DENTON INDEPENDENT SCHOOL DISTRICT

The foregoing Interlocal Cooperation Contract Between Highway 380 Municipal Management District No. 1 and Denton Independent School District was offered for approval on motion made by \_\_\_\_\_, seconded by \_\_\_\_\_, and after discussion was adopted by the Board of Trustees of the Denton Independent School District at a regularly scheduled meeting called, posted, and held in Denton, Denton County, Texas, on June 9, 2015, at which \_\_\_\_\_ Trustees were present, by the following vote: \_\_\_\_ For, \_\_\_\_ Against, and \_\_\_\_ Abstaining.

\_\_\_\_\_  
Barbara Burns, President  
Board of Trustees

ATTEST:

\_\_\_\_\_  
Dorothy Martinez, Secretary

THE STATE OF TEXAS           §  
                                          §  
COUNTY OF DENTON         §

This instrument was acknowledged before me on June \_\_\_, 2015 by Barbara Burns, M.D., in her capacity as President of the Board of Trustees of the Denton Independent School District, a political subdivision of the State of Texas.

\_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Name, Expiration Date & Seal)

IN WITNESS WHEREOF, MMD has executed this Contract in multiple copies, each of which shall be deemed to be an original, this \_\_\_\_\_.

HIGHWAY 380 MUNICIPAL MANAGEMENT  
DISTRICT NO. 1

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE STATE OF TEXAS       §  
                                          §  
COUNTY OF DENTON       §

This instrument was acknowledged before me on \_\_\_\_\_,  
by \_\_\_\_\_, \_\_\_\_\_ of Highway 380 Municipal  
Management District No. 1, a political subdivision, on behalf of said District.

\_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Name, Expiration Date & Seal)

## Exhibit A

MMD shall construct a generally flat Practice Field. The construction project will include:

- Irrigation improvements necessary to fully irrigate the site
- Hydromulch Bermuda grass

