

**Interlocal Cooperation Agreement in the form of a Memorandum of Understanding  
Between  
Denton Independent School District and Town of Little Elm**

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## **1. Purpose**

This **Interlocal Cooperation Contract (Contract), in the form of a Memorandum of Understanding (MOU)**, is entered into by and between the Contracting Parties pursuant to authority granted in and in compliance with Chapter 791, Government Code, and Texas Education Code, Section 37.081(a). Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between the contracting entities. This MOU is intended to assist the Parties with performing their governmental functions. Any costs associated from this MOU shall be made from current revenues then available to each Party.

The primary purpose of this MOU is to outline the terms and conditions under which the Denton Independent School District (DISD) will allow the Town of Little Elm (TOLE) (or Lessee) to use Fred Hill Elementary School (Premises) as a temporary fire station.

## **2. Background**

In light of recent events and in response to the community's safety needs, TOLE requires a temporary fire station to ensure rapid response capabilities. DISD recognizes the importance of supporting local emergency services and is willing to collaborate to meet this need.

## **3. Scope of Agreement**

### **A. Location**

The Town of Little Elm is authorized to use the following facility:

- **Fred Hill Elementary School**
  - 501 Ryan Spiritas Parkway  
Little Elm, TX 76227

### **B. Duration**

The temporary use of Fred Hill Elementary School shall commence on December 18<sup>th</sup>, 2024 and continue until June 15<sup>th</sup>, 2025, unless extended by mutual agreement of both parties.

### **C. Conditions of Use**

1. **Access:** TOLE's firefighters shall have 24-hour access and use of the following portions of the facility:
  - Special Education Classrooms (including adjoining space and bathroom).

- Cafeteria and cooking equipment for the preparation of on-duty meals for the firefighters.
  - Gymnasium and outdoor playground area for physical training and recreation of on-duty firefighters.
  - DISD hereby reserves the right at any time and from time to time to access, make alterations, or additions to the Premises but will not unreasonably interfere with TOLE's use of the Premises.
2. **Maintenance:** TOLE firefighters shall be responsible for maintaining the cleanliness and orderliness of the above listed portions of the facility during the term of use. TOLE will maintain the Premises during the term of this ILA, and will bear responsibility for minor repairs to Premises.
  3. **Safety:** TOLE agrees to comply with all local, state, and federal regulations regarding the operation of a fire station.
  4. **Security:** TOLE shall ensure that all necessary security measures are in place to protect the facility and its contents.
  5. **Liability:** Each party agrees to assume its own liability. TOLE shall maintain third party general liability insurance. (See Exhibit A).
  6. **Compensation:** No cash compensation shall be required for TOLE's use of the Fred Hill Elementary School as TOLE has already waived various fire permit fees for DISD and such waiver shall constitute adequate compensation for this MOU.
  7. **Surrender:** TOLE agrees to peaceably deliver possession of the Premises to DISD upon termination of this lease.
  8. **Prohibited Conduct.** TOLE and its guests and invitees will abide by all laws and District policies, including those prohibiting the use, sale, or possession of alcohol, illegal drugs, firearms, tobacco products, and e-cigarettes, on District property.
  9. **Exclusion from Property.** The District may revoke its permission to use the facility at any time it is determined that a group's use damages or threatens to damage school property or violates Board policy and/or administrative regulations.
  10. **Damages.** Upon completion of this use, the TOLE will be responsible for restoring the facility to the condition observable prior to this use. The TOLE accepts full responsibility for protecting school property and equipment and assumes any and all liability for repairs or replacement or for any damage done to buildings, equipment, or other school property used by the TOLE. The TOLE may not post signs, posters, or billboards on the facility.
  11. **Notice of Injury or Damage.** TOLE will immediately notify the District in writing if any part of the facility is damaged or requires maintenance or if any guest or invitee of the TOLE is injured at the facility.
  12. **No Assignment.** The TOLE may not assign its rights under this agreement to a third party.
  13. **Alterations:** TOLE will not make any alterations, additions, improvements to the Premises without prior written consent of DISD, except the installation of unattached, movable furniture and equipment which may be installed without drilling, cutting, or otherwise defacing the Premises.

#### 4. Communication

Both parties agree to maintain open lines of communication regarding any issues that may arise during the term of this MOU. Designated representatives for each party are as follows:

- **Denton Independent School District:**
  - Paul Andress, Executive Director of Operations  
Denton Independent School District  
1307 N. Locust St.  
Denton, TX 76201  
(940) 369-0000  
pandress@dentonisd.org
  
- **Town of Little Elm:**
  - Paul Rust, Fire Chief  
Little Elm Fire Department  
88 W. Eldorado Parkway  
Little Elm, TX 75068  
(214) 975-0424  
paul.rust@littleelm.gov

#### 5. Amendments

This MOU may be amended only by written agreement signed by both parties.

#### 6. Termination

Either party may terminate this MOU with 60 days written notice to the other party.

#### 7. Signatures

By signing below, the parties acknowledge their understanding and acceptance of the terms of this Memorandum of Understanding.

**Denton Independent School District**

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Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Town of Little Elm**

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Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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This MOU is intended to facilitate cooperation between the Denton Independent School District and the Town of Little Elm in providing essential services to the community.

## Exhibit A

### Lessee Liability Insurance Requirements

#### Certificates of Liability Insurance

Any Lessee authorized to use a District facility, regardless of whether the Lessee is required to pay fees under Board Policy GKD (Local), must provide certificates of liability insurance evidencing all policies and endorsements required by this form.

#### Coverage and Limit Requirements

##### *Commercial General Liability*

Commercial General Liability includes product and completed operations, contractual, and personal and advertising injury coverage.

Type of Coverage	Limit Required
Each occurrence	\$1,000,000
Participant legal liability	\$1,000,000
Damage to rented premises	\$1,000,000
Personal and advertising injury	\$1,000,000
General aggregate	\$1,000,000
Products–completed operations aggregate	\$1,000,000
Abuse / molestation	\$1,000,000

##### *Workers' Compensation and Employers' Liability*

Workers' Compensation and Employers' Liability are required if the Lessee employs persons or officers, with limits to comply with the requirements of the Texas Workers' Compensation Act.

#### Additional Requirements.

1. All coverages will be issued on an occurrence basis by a company acceptable to the District and licensed to do business in Texas.
2. The certificate of insurance must provide coverage for the whole term of the rental agreement.
3. The Lessee is responsible for all deductibles, and the District must approve the deductibles selected.
4. The Lessee must provide a 30-day notice of cancellation of any nonrenewal, cancellation, or material change to any of the policies.

The District reserves the right to review the coverage requirements during the effective period of any rental agreement and to make reasonable adjustments to the requirements when deemed reasonably

prudent by the District based on changes in laws, court decisions, or potential increase in exposure to loss.

Sign and submit with rental agreement and proof of coverage:

Name:

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Position:

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Organization:

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Lessee's signature:

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Date:

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