

STATE OF TEXAS	§	
	§	INTERLOCAL COOPERATION
	§	AGREEMENT FOR FACILITIES USAGE
COUNTY OF DALLAS	§	

This Interlocal Cooperation Agreement (“Agreement”) is made by and between the City of DeSoto, Texas (“City”) and the DeSoto Independent School District (“DISD”), (individually as the “Party” or collectively as the “Parties”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, this Agreement is authorized by Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271, Texas Local Government Code; and

WHEREAS, City and DISD desire to develop the most effective and efficient schools and City facilities for the citizens of DeSoto and the students of DISD; and

WHEREAS, City and DISD desire to facilitate cooperation by entering into an agreement for joint usage of City and DISD facilities; and

WHEREAS, this Agreement has been authorized by the governing bodies of both City and DISD; and

WHEREAS, City and DISD desire to supersede and replace all prior agreements for the joint use of facilities and this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and benefits contained herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Article I
Term

1.1 The Initial Term of this Agreement is for one (1) year, commencing on the last date of its execution by all Parties, and shall automatically renew for successive one-year terms on the anniversary date of the expiration of the Initial Term unless either Party provides to the other Party written notice to terminate ninety (90) days prior to the expiration of the then-current term. Either Party may terminate this Agreement by providing the other Party ninety (90) days prior written notice.

1.2 Outstanding maintenance costs existing at the time of termination of this Agreement, if any, shall be estimated and apportioned between the Parties in accordance with the Administrative Regulations, attached hereto as Exhibit A. Said costs shall be due and payable within thirty (30) days from the date of termination of this Agreement.

1.3 Outstanding costs related to any construction, including construction of capital improvements, existing at the time of termination of this Agreement, if any, shall be due and payable from the entity that requested the construction in accordance with Paragraph E of the Administrative Regulations. Said costs shall be due and payable within thirty (30) days from the date of termination of this Agreement.

Article II Facilities Usage and Fees

2.1 City and DISD agree to joint usage of designated facilities owned by either Party, including, but not limited to, auditoriums, football fields, tracks, gymnasiums, cafeterias, banquet rooms, meeting rooms, restrooms, and parking areas. City Manager and DISD Superintendent shall create a list of all City and DISD property which the Parties agree shall be subject to this Agreement and the Administrative Regulations contained herein. The list of facilities and/or property shall be attached and incorporated into this Agreement. City Manager and DISD Superintendent may revise this list of designated facilities, in writing, as necessary, without the approval of each Party's governing body.

2.2 City and DISD shall be responsible for fees that would require personnel after normal hours, weekends, or holidays, technical assistance at special facilities, or certain athletic facilities requiring lighting and special maintenance. These fees shall be paid as set forth in Exhibit B which is attached hereto.

2.3 City and DISD agree that each entity, jointly or separately, may construct certain improvements on any of the facilities covered by this Agreement, provided that both City and DISD consent in writing to such improvements. City and DISD each have authority to deny, without cause, proposed project or project plans for construction or improvements on its own property.

2.4 The primary purpose for the DISD facilities is educational use. School activities subject to scheduling regulations will have priority. In the event of any scheduling conflict, DISD, at all times, has priority use of its facilities.

2.5 The primary purpose for the City facilities is for the City's residents and citizens. City activities subject to scheduling regulations will have priority. In the event of any scheduling conflict, City, at all times, has priority use of its facilities.

Article III Payments

3.1 Each Party paying for the performance of any governmental function or service shall make those payments from current revenues available to such Party.

**Article IV
Administrative Regulations**

4.1 City and DISD shall establish administrative regulations to guide the respective administrators in the joint use and development of City and DISD facilities. Such administrative regulations may include the acquisition of sites, planning new construction, use of buildings and grounds, program development, maintenance, and supervision. The Administrative Regulations are attached hereto and incorporated herein as Exhibit A, and may be modified by mutual agreement, in writing, from time to time as proposed by the City Manager and DISD Superintendent and shall be subject to approval by the governing bodies of both Parties.

**Article V
Miscellaneous**

5.1 Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns. This Agreement may not be assigned without the written consent of the other Party.

5.2 Limitation on Liability. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties. It is understood and agreed among the Parties that each party, in satisfying the conditions of this Agreement, has acted independently, and each party assumes no responsibilities or liabilities to third Parties in connection with these actions.

5.3 Authorization. Each party represents that it has full capacity and authority to grant all rights and assume all obligations that is granted and assumed under this Agreement.

5.4 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below or on the day actually received when sent by courier or otherwise hand delivered.

If intended for DISD:

With copy to:

If intended for City:

City of DeSoto, Texas
Attn: Mayor
211 E. Pleasant Run Road
DeSoto, Texas 75515

With copy to:

Joe Gorfida, Jr.
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
500 N. Akard, Suite 1800
Lucas, Texas 75002

5.5 Entire Agreement. This Agreement embodies the complete agreement of the Parties hereto, superseding all oral or written, previous and contemporary agreements between the Parties and relating to the matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the Parties to be attached to and made a part of this Agreement.

5.6 Governing Law. The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

5.7 Amendment. This Agreement may be amended by the mutual written agreement of the Parties.

5.8 Legal Construction. In the event anyone or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

5.9 Recitals. The recitals to this Agreement are incorporated herein.

5.10 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but any of the counterparts shall constitute one and the same instrument.

5.11 Exhibits. Any exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

5.12 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties set forth in this Agreement shall survive termination.

5.13 Compliance with Laws. The Parties shall fully comply with all local, state and federal laws, including all codes, ordinances and regulations applicable to this Agreement and the work to be done thereunder, which exist or which may be enacted later by governmental bodies having jurisdiction or authority for such enactment.

5.14 Severability. In the event any section, subsection, paragraph, sentence, phrase or word herein is held invalid, illegal or unconstitutional, the balance of this Agreement shall be enforceable and shall be enforced as if the Parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word.

(signature page to follow)

EXECUTED this _____ day of _____, 2013.

City of DeSoto, Texas

By: _____
Carl Sherman, Mayor

Approved as to form:

By: _____
Joe Gorfida, Jr., City Attorney
(JJG/02-08-13/59364)

EXECUTED this _____ day of _____, 2013.

DeSoto Independent School District

By: _____

Name: _____

Title: _____

EXHIBIT A

**ADMINISTRATIVE REGULATIONS
DESOTO INDEPENDENT SCHOOL DISTRICT
JOINT USE OF FACILITIES**

A. Request for Facility Use:

The Recreation Program Administrator with the CITY and The Assistant Superintendent with DISD will coordinate the facility use partnership ("Coordinating Staff"). The two staff members will be responsible for scheduling the facilities, meeting jointly to review all issues/concerns, making necessary adjustments and making recommendations to the facility use committee. The joint meeting to review all issues and concerns will be held before the fourth Friday in February.

Specific Administrative Regulations:

1. Facility requests must be requested at least **15 business** days in advance electronically. **Approval or denial of facility request should be received electronically no later than 3 business days after request has been received.**
2. Usage shall be limited to organizations that are established and sponsored by the CITY and/or DISD. **A list of established and sponsored organizations shall be developed, and agreed upon, by Coordinating Staff in conjunction with the Superintendent of Schools and City Manager at least annually, or more frequently if deemed necessary.**
3. Facilities shall be available during hours that do not conflict with previously scheduled CITY or DISD programs or activities. If an unscheduled event arises, the CITY or DISD events will have priority use, but both parties will attempt to provide alternate accommodations.
4. No use of facilities shall be allowed other than at the time specifically stated.
5. DISD facilities will not be scheduled for use on Sundays with the exception of tournament play **that has been appropriately scheduled per approved Administrative Regulations.**
6. **DISD indoor facilities will not be scheduled for used during the months of May-July to allow time for end of school activities and routine maintenance.**

7. No DISD facilities will be scheduled for use during Thanksgiving Break, Winter Break, Spring Break, or the months of July and August.
8. The CITY and DISD shall be responsible for normal wear and tear of property belonging to each. The persons, organizations, or groups using the facility shall be liable for any and all damages caused by, arising from, or in any way related to their use of the property.
9. Sound/lighting technician fees will be charged for any auditorium agreements whenever sound and lighting equipment is required. DISD requires two trained technicians to operate that system. Refer to fee chart – see Appendix A.
10. CITY and DISD agree that food and drink availability and service in DISD facilities or on DISD property is subject to the terms of any pre existing beverage service contracts entered into by DISD. DISD employees or volunteers shall serve and/or supervise any food and drink service provided in DISD cafeterias.
11. No smoking or use of any tobacco products will be allowed inside CITY facilities or on any DISD property.
12. Facilities shall not be used for activities that would be in conflict with the purpose for which the gymnasium, or other facility, is intended or cause damage to the facility.
13. When using the gymnasiums, only official basketballs may be used; ~~and~~ Rubber soled shoes must be worn on the gymnasium floor.
14. CITY and DISD related organizations will not be charged a rental or energy fee unless a custodian, or other personnel employed by the CITY or DISD, is required to open and/or close the facility. Refer to fee chart – see Appendix A.
15. Each entity shall be responsible for reviewing these regulations with all of their pre-approved established or sponsored organizations/groups prior to the use of facilities.
16. The CITY and DISD staff shall conduct routine maintenance and safety inspections on facilities being shared. Each staff shall coordinate these routine inspections. The cost, as determined by staff, of maintenance and/or repair of shared facilities will be borne by CITY and DISD based upon each entity's proportionate use of the facility.
17. Organizations/groups using the facilities shall be responsible for ~~clean-up, of each individual site, unless a custodian is available, trash removal and storage of equipment after such use.~~ picking up loose trash and depositing into an appropriate trash receptacle and proper storage of all equipment prior to exiting the facility.

18. The organization or group using the facility shall be responsible for providing adequate supervision of the activity (ies) taking place on the property in accordance with paragraph C below.
19. The CITY and DISD shall assume no responsibility for any property placed on or in its facilities or grounds.
20. Alcoholic beverages will not be permitted in any facilities or on any property of the CITY or DISD.
21. Groups using the facilities shall comply with all laws – federal, state, and local – including all ordinances of the City of DeSoto and all rules and regulations, and requirements of the police and fire departments.
22. Groups having reservations shall be permitted to use only the area(s) which were designated for them at the time the reservation was confirmed.
23. No group shall schedule an event which will have a larger attendance than the maximum occupancy of the area they have ~~rented~~-reserved.
24. The CITY and DISD reserve the right to refuse any group the privilege of using ~~the~~ all facilities for one calendar year for violation of any policy governing the use of any facility. Subsequent violations may result in the group/organization being barred from making further reservations.
25. At no time shall a group sublease or assign its reservation to another organization or group. Only individuals who have specific permission from the CITY or DISD and possess an approved application shall utilize facilities. No group ~~or organization~~ shall change or rotate its designated hours with another party without written permission from the CITY or DISD.
26. The CITY and DISD shall reserve the right to determine whether police security, ~~or DISD security~~, shall be required, ~~and the number of police officers or DISD security required~~, during a scheduled activity.
27. The CITY and DISD shall review all regulations and associated costs on a yearly basis, ~~or more frequently if deemed necessary~~.
28. City employees in DISD facilities or on DISD property which is subject to this Agreement shall be covered by appropriate insurance obtained by City. City shall provide to District proof of such insurance upon DISD's request. DISD employees in City facilities or on City property which is subject to this Agreement shall be covered by appropriate insurance obtained by DISD. DISD shall provide to City proof of such insurance upon City's request.

29. DISD and CITY assume no responsibility for any injury or damages occurring to any person from any cause whatsoever during the use of the designated facilities. No representations of any kind have been made by DISD or CITY as to fitness for use or condition of the property. DISD and CITY use such property at their own risk, subject to all defects and conditions, known and unknown.
30. City shall promptly report to DISD any defects or dangerous conditions it discovers on or concerning DISD property, and shall cease any ~~such~~ use until such defect or condition is ~~required-repaired~~ or cured, provided DISD shall have obligation to repair or cure any such defect or condition. DISD shall promptly report to City any defects or dangerous conditions it discovers on or concerning City property, and shall cease any ~~such~~ use until such defect or condition is repaired or cured, provided City shall have no obligation to repair or cure any such defect or condition.

B. Eligible Participants:

Monitoring organizations and groups shall be the responsibility of the City or DISD staff who requests the use of the facility or whoever is in charge of the program or activity. Only established organizations or groups approved by the CITY and DISD shall be allowed use of facilities under the joint agreement.

C. Scheduling:

1. Applications for use of a facility by a group/organization must be submitted by person(s) designated by the CITY or DISD. ~~List of designated person(s) to be provided along with aforementioned list of “established and sponsored organizations”.~~
2. ~~Applications for use of a facility by a group/organizations must be submitted to person designated by the CITY or DISD as the designated contact for that specific facility type. List of designated contacts by facility type to be provided along with aforementioned list of “established and sponsored organizations”.~~
3. Applications/reservations shall be accepted on a first-come, first-serve basis.
4. In the event of scheduling conflicts or in the event the CITY or DISD require the use of their own facilities, the CITY and DISD reserves the right to give the requesting party 7 days prior written notification canceling the use of the facility, if possible. This applies only to CITY or DISD sponsored activities and only if no other alternative accommodations can be made.
5. The CITY and DISD maintain the right to approve facility use based on the physical condition due to weather, maintenance, repairs, etc. A determination to cancel the use of a facility shall be provided to the user as soon as practical. In cases where it is determined that a facility is not useable, the owner shall provide, if possible, an alternate site at no cost for a facility of like kind.
6. ~~Football fields: available to the City for use after 5:30pm, subject to approval by DISD Athletic Director, Monday through Friday and all day Saturday during the months of August through December.~~

7. Track areas: available to the City for use after DISD track season, subject to approval by the DISD Athletic Director, after 5:30pm during the months of April through June. Dates may be extended by DISD Athletic Director or Superintendent of Schools.

D. Fee Schedule (see Appendix A):

The CITY and DISD shall not pay facility fees during the normal hours of operation or when a custodian is normally on site. The CITY and DISD shall be responsible for fees that would require personnel after normal hours, weekend or holidays, technical assistance at special facilities, or certain athletic facilities requiring lighting, clean-up, or additional maintenance. The fee schedule may be adjusted by mutual agreement, in writing, from time to time as proposed by the City Manager and DISD Superintendent.

E. Capital Improvements

The entity that owns the property that is the subject of a proposed improvement shall be notified prior to any construction plans being initiated and no work may commence until after receiving written approval by the owner. Any construction of or improvements to a facility shall be at the sole cost of the initiating entity, unless otherwise agreed to. Such cost shall include the cost of obtaining performance and payment bonds, if required by law, as well as the cost of preparing and/or reviewing any and all necessary documents.

The owner of the facility shall ensure that all bidding requirements are met, shall enter into a construction contract acceptable to CITY and DISD, and shall oversee construction of the improvements. Separate performance and payment bonds, if required by the Texas Government Code §2253, shall be obtained prior to beginning construction. Any physical improvements made to a facility shall become the property of the facility owner, unless otherwise agreed to preciously. Any construction of a new facility or structure shall become the property of the owner of the property upon which it was built.

The parties acknowledge that capital improvements or construction under this Agreement are intended to enhance or further encourage educational and recreational goals of both the CITY and DISD. The parties will cooperate in the development of any necessary and appropriate design and specifications for any such improvements.

From time to time, as necessary, the parties may attach further Appendices to this document, which shall be referenced as "B", "C" and following. Each such appendix shall set out the general nature of the construction of each particular capital improvement and any applicable guidelines agreed to by the parties. Each such appendix shall be incorporated as part of this Agreement subject to the execution of a separate agreement that establishes the parties' obligations regarding payment for construction, maintenance, and/or any other costs uncured under this Agreement or agreed upon by the parties, and establishes a deadline(s) by which the parties shall approve a detailed set of specifications and engineering drawings.

Scheduling

- ~~• Football fields: available to the City for use after 5:30pm, subject to athletic football game schedule, Monday through Friday and all day Saturday during the months of August through December.~~
- ~~• Track areas: available to the City for use after DISD track season, after 5:30pm during the months of April through August.~~

Maintenance

- Any special maintenance needs agreed upon by the parties will be split 50/50 by CITY and DISD. The parties may define “special maintenance needs” in the separate document referenced above. This cost will be monitored by the parties and may be adjusted on an annual basis by agreement between the City Manager and Superintendent of DISD subject to the approval of each party’s governing body.

Groups or Organizations NOT established or sponsored by CITY or DISD

- It is understood by both the CITY and DISD that no part of this Agreement extends to any group, profit or non-profit, that is not preapproved as an organization or group established or sponsored by CITY or DISD.
- All organizations or groups not specifically approved as established or sponsored by CITY, or any organizations or groups operating as “for profit” businesses will be subject to the rules and fee schedules set forth in the DeSoto ISD – District Facilities Use and Fee Guidelines.

APPENDIX A

Fee Schedule

Custodial - \$20 per hour

School Security Officer - \$25 per hour per guard

Food Service Employees - \$12.00 per hour

Auditorium Light/Sound Operator - \$20.00 per hour

EXHIBIT B**SCHOOL DISTRICT RENTAL CHART FOR CITY CIVIC ROOMS**

Rooms	Accommodations	Mon. - Thurs. 7 am - 4 pm	Mon. - Thurs. 6 pm to 10 pm	Fri. - Sat. 7 am - 4 pm	Fri. - Sat. 6 pm to 12 am	Sunday 1 pm to 6 pm
1 Pecan Room	40 w/tables & chairs or 50 w/chairs only	No Charge No Charge	No Charge No Charge	\$95.00 \$95.00	\$180.00 \$180.00	\$140.00 \$140.00
2 Pecan Rooms	80 w/tables & chairs or 100 w/chairs only	No Charge No Charge	No Charge No Charge	\$190.00 \$190.00	\$360.00 \$360.00	\$280.00 \$280.00
3 Pecan Rooms	120 w/tables & chairs or 150 w/chairs only	No Charge No Charge	No Charge No Charge	\$285.00 \$285.00	\$540.00 \$540.00	\$420.00 \$420.00
Kitchen	Refrigerator, oven, stove, ice dispenser, 2 sinks and microwave	No Charge	No Charge	\$40.00	\$75.00	\$45.00
1 Bluebonnet Room	70 w/tables & chairs or 100 w/chairs only	No Charge No Charge	No Charge No Charge	\$150.00 \$150.00	\$230.00 \$230.00	\$150.00 \$150.00
2 Bluebonnet Rooms	140 w/tables & chairs or 200 w/chairs only	No Charge No Charge	No Charge No Charge	\$300.00 \$300.00	\$460.00 \$460.00	\$300.00 \$300.00
3 Bluebonnet Rooms	210 w/tables & chairs or 300 w/chairs only	No Charge No Charge	No Charge No Charge	\$450.00 \$450.00	\$690.00 \$690.00	\$450.00 \$450.00

SCHOOL DISTRICT RENTAL FEES FOR USE OF CITY PARKS

Monday through Friday

7 am until 3 pm

No charge

3pm until 10 pm

\$35/hour for an employee

Saturday/Sunday

7 am until 10 pm

\$35/hour for an employee

EXHIBIT B
CITY RENTAL CHART FOR SCHOOL FACILITIES

Facilities	Accommodations	Mon. - Fri. 5 pm - 10 pm	Saturday 7 am to 10 pm	Sunday 7 am - 10 pm
West Middle School	Football - Lined Fields	No Charge	No Charge	No Charge
West Middle School	Basketball Gymnasium	No Charge	\$45/hour/gym	\$45/hour/gym
West Middle School	Track	No Charge	No Charge	No Charge
East Middle School	Football - Lined Fields	No Charge	No Charge	No Charge
East Middle School	Basketball Gymnasium	No Charge	\$70/hour/2 gyms	\$70/hour/2gyms
East Middle School	Track	No Charge	No Charge	No Charge
McCowan	Football Field	No Charge	No Charge	No Charge
McCowan	Gymnasiums	No Charge	\$70/hour/2 gyms	\$70/hour/2gyms
McCowan	Track	No Charge	No Charge	No Charge
DeSoto High School	Football Stadium	Not available	\$115/hour—no lights \$200/hour – with lights	\$115/hour—no lights \$200/hour – with lights
DeSoto High School	High School Gymnasium	Not available	\$95/hour/3gyms	\$95/hour/3gyms
DeSoto High School	High School Track	Not available	\$115/hour—no lights \$200/hour – with lights	\$115/hour—no lights \$200/hour – with lights
DeSoto Freshman	Gymnasium	Not available	\$45/hour/ gym	\$45/hour/gym
Northside Elementary	Gymnasium	No Charge	\$20/hour	\$20/hour
Woodridge Elementary	Gymnasium	No Charge	\$20/hour	\$20/hour
Moates Elementary	Gymnasium	No Charge	\$20/hour	\$20/hour
Cockrell Hill Elementary Gymnasium	Gymnasium	No Charge	\$20/hour	\$20/hour
Ruby Young Elementary	Gymnasium	No Charge	\$20/hour	\$20/hour

**** Fees are subject to 2 hour minimum**

**** Fees are not all inclusive and may be amended with prior notice for additional clean-up, security, technicians, etc.**