

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF DENTON, TEXAS, AND
DENTON INDEPENDENT SCHOOL DISTRICT FOR THE JOINT USE OF SELECT
FACILITIES AND TRANSPORTATION SERVICES.**

THIS AGREEMENT is made and entered into by and between the City of Denton, a Texas home rule municipal corporation (hereinafter “City”) and Denton Independent School District (hereinafter “DISD”), a duly organized political subdivision of the State of Texas engaged in providing services to the citizens of Denton, Texas, each acting by, through, and under the authority of their respective governing bodies and officials. DISD and the City are referred to individually as “Party” and are collectively referred to herein as “Parties.” This Agreement is for the purpose of:

1. Providing for the Joint use of:
 - a. McMath Middle School Gold Gymnasium (DISD)
 - b. South Lakes Park Football, Track, Tennis Courts, and Softball Fields (COD)
 - c. Calhoun Gymnasium and Track (DISD)
 - d. Evers Elementary School (DISD)
 - e. Borman Elementary School (DISD)
 - f. Strickland Middle School Large and Small Gymnasiums (DISD)

2. DISD Transportation services for City Summer Camp programs

WHEREAS, DISD and the City are mutually interested in an adequate program of educational and leisure-related activities which can best serve the citizens of Denton; and

WHEREAS, the Parties have agreed that this Agreement would serve a public benefit and be beneficial to carry out the performance of governmental functions for the promotion and protection of the health and welfare of citizens within the Denton community, and full cooperation between the City and DISD is necessary to achieve the best service with the least possible expenditure of public funds; and

NOW THEREFORE, the Parties, for the mutual consideration stated herein, agree and understand, as follows:

All matters and recitations stated in the preamble to this Agreement are true and correct and are hereby incorporated by reference into the provisions of this Agreement for all purposes.

In consideration for the joint use of facilities, DISD and City agree as follows:

Access

1. For each Denton ISD facility, Denton ISD will provide a set of keys to the City for access to the agreed upon areas. And where able, Denton ISD will provide an office and storage room for use by the City.

2. During the school year, City will have access to Denton ISD facilities outside of regular school time hours except during scheduled school events and programs:

- a. Every evening between the hours of 6:00 p.m. and 10:15 p.m.,
- b. Beginning thirty (30) minutes after the regular school day is over when there are no regularly scheduled activities
- c. Saturdays between the hours of 7:00 a.m. and 10:00 p.m.
- d. Sundays between the hours of 12:00 p.m. and 10:00 p.m.
- e. All other non-school days, unless a school activity has been previously scheduled.

During the summer months, after school recesses concluding the spring semester, the City will have access to Denton ISD facilities

- a. Between the hours of 6:00 a.m. and 10:00 p.m. weekdays.
- b. Saturdays between the hours of 7:00 a.m. and 10:00 p.m.
- c. Sundays between the hours of 12:00 p.m. and 10:00 p.m.

All activities will be concluded by 10:15 p.m., and the building will be cleaned and vacated by 10:45 p.m., whereupon the City will secure the facility upon departure with the keys provided.

3. City agrees to provide adequate staff that must have completed a criminal background check, in accordance with City and DISD policy, and picture identification badges to supervise the conduct of program patrons at all times during City activities, and to make reasonable efforts to stop or prevent disruptive, ill-mannered or destructive behavior by patrons in Denton ISD facilities. However, this supervision shall not constitute an indemnification of damages caused by third party patrons, nor shall it be construed as a contractual obligation to responsibility for claims by DISD or third parties arising out of an alleged failure of the City to reasonably supervise.

The Parties shall cooperate with one another to prevent ill-mannered or destructive behavior from occurring on either Party's property by providing, upon request, to the other party any known names and addresses of those who participated in destructive behavior and taking reasonable action at the time of the occurrence of the incident to prevent the activity from occurring or reoccurring.

4. DISD will provide the City with a list of primary contacts for the supervisor for each facility. The City will provide each Denton ISD facility contact a list and criminal background checks of all employees scheduled to work in the facility. City employees will sign in and out at the front desk, or other appropriate locale, noting the City employee's name, time of entry and time of exit during school hours. City will ensure all employees maintain picture identification badges that work in the facility and will be required to wear the identification badges in a manner that the badges are visible to all at all times the employee is on DISD property.

Scheduling

5. DISD will provide on an annual basis, a schedule of school-sponsored activities and maintenance occurring in each facility which would conflict with the City hours of operation in the facility. In the event that a regularly programmed space is unavailable for scheduled City activities, DISD, within reason, will make a comparable and equivalent substitute facility available.
6. The City will provide on a quarterly basis to each facility contact, a schedule of City programs and activities occurring in each facility.
7. The Parties will provide a 30 days' notice of any substantial changes to their schedule. The Parties will make every effort not to disrupt scheduled activities of either party.

Costs

8. For use of Calhoun Gymnasium, Evers Elementary School, Boreman Elementary School, and Strickland Middle School Large and Small Gymnasiums, DISD will make available a school district employee to attend to any issues, open and close, and oversee use of the DISD facility during PARD program usage. PARD will be invoiced at a rate of \$20 per hour.
9. All costs for utilities and regular custodial services for each facility will be absorbed by the facility owner, except as specifically provided otherwise herein. Additional custodial services requested by either party will be invoiced at the rate of \$25 per hour on a quarterly basis.

Equipment

10. The City will provide its own sports equipment, which will be stored in the designated storage room. School-owned equipment will be provided upon prior request, including, but not limited to, volleyball standards, scoreboard controls, basketball raising and lowering mechanism and bleacher control devices. City shall be responsible for any damage caused by the City to DISD equipment provided to the City.

Signage

11. With permission from the DISD supervisor of the facility, the City shall be allowed to use brochure racks or bulletin boards to display information on Parks and Recreation's activities. The City will be allowed to display additional informational signage, as long as the City uses materials approved by DISD prior to placement of the signage.

Maintenance

12. DISD will provide adequate clean-up of school sponsored activities in DISD facilities and restrooms, which includes removing trash, sweeping and mopping floors and restocking paper supplies in the restrooms prior to City use. The City, at its sole cost, will on each day in which the City has used the facilities, provide trash bags and remove

trash from the facility and restrooms, sweep the facility, and shall mop the floors each week at the end of the day Saturday.

13. City staff shall report any broken items and equipment or maintenance concerns to the facility supervisor immediately.

Access to Outdoor Facilities

14. DISD is authorized to utilize the football field, softball diamond, tennis courts and track in South Lakes Park, adjacent to the McMath building. DISD agrees to provide staff to supervise the conduct of students during school activities, and to make reasonable efforts to stop or prevent disruptive, ill-mannered or destructive behavior by students. However, this supervision shall not constitute an indemnification of damages caused by third parties, nor shall it be construed as a contractual obligation to assume responsibility for claims arising out of an alleged failure of the DISD to reasonably supervise. City will have access to these outdoor facilities when there are no regularly scheduled school activities. The tennis courts will be available for unstructured use after school hours. The school district will maintain the athletic fields and the area on the east side of the campus down to the vegetation line of the creek.

Warranties

15. The facilities, including all portions thereof and all equipment provided by either Party for use, are provided "As Is." Neither Party makes any representations, warranties, or guarantees, express or implied, including, without limitation, the warranty of merchantability and the warranty of fitness for a particular purpose, relating to the facilities or to either Party's use thereof.

Each party agrees to be responsible for any damages caused by the party's direct use of the other's Party's facilities or equipment, less depreciation. However, this responsibility shall not extend to damages caused in whole or in part by ordinary wear.

In consideration of transportation services, DISD and City agree as follows:

1. The City of Denton agrees to pay Denton ISD \$4.00 per mile. Denton ISD will bill the City of Denton for mileage once per month, with payment to be made within 30 days of invoice.
2. The City of Denton agrees to pay Denton ISD \$23.00 per hour for each bus driver utilized in providing transportation services.
3. The City will name Denton ISD as an additional insured and, to the extent allowed by law, hold harmless Denton ISD regarding transportation services.
4. Reimburse Denton ISD for any unanticipated costs associated with the transportation services.

Consideration

1. DISD and City enter into this agreement on consideration of the mutual promises and duties set forth herein, and upon the right to jointly use facilities owned by each. By execution of this agreement, the parties stipulate to the to the adequacy of consideration therefor.

Liability and Immunity

2. This Agreement is not intended to extend the liability of the parties beyond that provided by law. Neither City nor DISD waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising by third parties. The parties to this Agreement agree that the exchanges and permitted uses described in this Agreement constitute payments in amounts that fairly compensate the other party for the services and functions performed under this Agreement.

In the performance of their respective duties hereunder, the Parties hereto and their respective employees and agents, are at all times acting and performing as independent contractors of each other. No Party will have the authority to act for or bind another Party in any respect or to incur or assume any obligation or liability, or responsibility on behalf of or in the name of another Party hereto. DISD agrees and understands that DISD, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the City. The City agrees and understands that the City, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, or representatives of DISD.

DISD shall be responsible for the acts, negligence, and/or omissions of all DISD, its employees, agents, subcontractors, and/or contract laborers and for all other persons doing work under a contract or agreement with the DISD.

The City shall be responsible for the acts, negligence, and/or omissions of all City employees, agents, subcontractors, and/or contract laborers and for all other persons doing work under a contract or agreement with the City.

Term and Termination

1. The initial terms of this Agreement is from the date of execution until December 31, 2023. Thereafter, the agreement shall automatically renew for successive one-year periods, unless terminated by delivering written notice of non-renewal at least sixty (60) days prior to the end of that term. Notice shall be effective upon actual receipt (or upon posting of certified mail), if directed to the attention of the following individuals:

City Manager
City of Denton
215 E. McKinney
76201

Superintendent
Denton ISD
1307 N. Locust
76201

With Copies to:

Director
City of Denton
Parks and Recreation
601 E Hickory St
Denton, Texas 76205

Executive Director
Denton ISD
Operations
230 North Mayhill Road
Denton, Texas 76208

Supersede

2. This Agreement supersedes the letter agreement dated September 10, 1998, relating to joint use of the McMath facilities, but is not intended to supersede any other written agreement between the parties, except to the extent of a conflict.

Severability

3. If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this Contract are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless doing so would undermine the purposes of the Agreement.

Governing Law

4. This Agreement is entered into subject to the City Charter and Ordinances of the City of Denton as they may be amended from time to time and is subject to and is to be construed, governed, and enforced under all applicable State of Texas and Federal law. DISD enters into this Agreement subject to its policy and applicable laws of the State of Texas and the United States. Situs of this Agreement is agreed to be Denton County, Texas, for all purposes including performance and execution.

EXECUTED in duplicate originals and dated below.

CITY OF DENTON, TEXAS
Sara Hensley, City Manager

By: _____

DATE: _____

DENTON INDEPENDENT SCHOOL DISTRICT
Dr. James K. Wilson, Superintendent

By: _____

DATE: _____

Mia Price, Board President

By: _____

DATE: _____

A TEST:
ROSA RIOS, CITY SECRETARY

BY: _____

DATE: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY



BY: _____

DATE: _____