

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF GALVESTON
AND
THE GALVESTON INDEPENDENT SCHOOL DISTRICT**



This Interlocal Contract (the "Agreement") is made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code (the "Act"), by and between the **CITY OF GALVESTON, TEXAS** ("City") and the **GALVESTON INDEPENDENT SCHOOL DISTRICT** ("GISD").

WHEREAS, pursuant to the Act, the City is authorized to contract with eligible entities to perform governmental functions and services; and

WHEREAS, GISD is an eligible entity under the Act and desires to contract with the City on the terms described herein; and

WHEREAS, both the City and GISD are authorized by law to perform the governmental functions and services as set forth in this Agreement; and

WHEREAS, the City and GISD desire to enter in this Agreement for the purpose of allowing the City to use a certain portion of real property owned by GISD for public purposes, at no cost or expense to GISD,

NOW, THEREFORE, the City and the GISD agree to the following terms, covenants, and conditions:

1. GISD owns in fee simple a certain parcel of real property located at the intersection of 83rd Street and Terminal Drive in the City of Galveston. The parcel consists of approximately 7.9 acres of largely unimproved real estate; there exists on the parcel a dilapidated former storage building which requires removal. A depiction of the parcel appears on the attached Exhibit A.
2. GISD and the City agree that in its present state the parcel is currently not suitable as a recreation area.
3. The City desires to use the parcel as a recreation and exercise area for citizens and their dogs and to make certain improvements to make the parcel suitable for recreation, at the City's sole cost and expense, including but not limited to:
 - a. Removal for the present storage structure on the parcel;
 - b. Mowing of the parcel and removal of trash, debris and undesirable vegetation from the parcel;
 - c. Placement of fencing of a nature and type deemed sufficient by the City in its sole discretion to allow the parcel to be suitable for use as a recreation and exercise area for citizens and their dogs; and

- d. Any other improvement which in the sole opinion of the City would enhance the parcel as recreation and exercise area for citizens and their dogs;
 - e. The City shall maintain the property in a condition suitable for use as a recreation and exercise area for citizens and their dogs; no maintenance of the property or any other cost or expense associated with the parcel shall be required of GISD while the City uses the parcel under this Agreement.
4. This Agreement has been authorized by the governing body of each party, and GISD's Board of Trustees has determined that: (a) GISD does not currently have or foresee a need for the parcel for educational purposes over the term of this Agreement, and the City's use of the parcel as contemplated herein would not interfere with GISD's use of the parcel for educational purposes; (b) if a need for the parcel for educational purposes arises, this Agreement contains sufficient provisions permitting GISD to terminate the Agreement; (c) the City's maintenance, improvement, and insurance obligations under this Agreement fairly compensate GISD for the City's use of the parcel as set forth herein, and it is in GISD's best interest to enter into this Agreement; (d) GISD has not, by virtue of this Agreement, divested itself of the exclusive right to manage and control the parcel; (e) this Agreement serves one or more public purposes benefitting the GISD community; and (f) sufficient controls exist in this Agreement to ensure that the public purpose(s) is/are carried out.
5. GISD does hereby give its consent to the City's use of the parcel for the activities as set forth above and, upon GISD's execution of this Agreement, no further permission or authorization is required from GISD before the City moves forward to make the parcel suitable for use as a recreation and exercise area for citizens and their dogs.
6. GISD authorizes the City to use the parcel as set forth in this Agreement for an initial term of one (1) year, effective March 1, 2020 until February 28, 2021. If the GISD determines to terminate this Agreement effective February 28, 2021, GISD shall notify the City, in writing, sixty (60) days prior to the expiration of the initial term of this Agreement. If this Agreement is not terminated as of February 28, 2021, it shall automatically renew and continue in force and effect on a yearly basis thereafter but may be terminated by either party at any time following the initial term through the issuance of a sixty (60) day written notice to the other party. Such use by the City notwithstanding, title to the parcel shall remain with GISD at all times.
7. In the event a termination of this Agreement is issued by either party to this Agreement, GISD will in writing notify the City within thirty (30) days of the date of receipt of such notice whether GISD desires to retain the improvements placed on the parcel and keep them in place, at no cost to GISD. If GISD elects to retain the improvements placed on the parcel as provided herein, title to such improvements shall pass to GISD upon the effective date of termination of this Agreement. In the absence of such a notice, the City shall remove all improvements it has placed on the parcel and utilize them as the City sees fit, and shall restore the parcel to a condition that is substantially as good as the condition that existed as of the parties' execution of this Agreement, but without the storage structure that currently exists on the parcel.

8. The improvements made by the City to the parcel as set forth herein, as well as the City's maintenance of the parcel and provision of insurance as set forth in this Agreement, shall form good and sufficient consideration to support this Agreement, and the adequacy of such consideration is expressly acknowledged by GISD.
9. The parties contemplate the recreation and exercise area for citizens and their dogs will be utilized by citizens at no charge. If however, a vendor proposes to have a dog related event or posts fee based advertising at the park, any such event or advertising shall comply with GISD Board Policy, and the City will be solely responsible for all necessary permitting and for ensuring that any such vendor is subject to a written agreement, in form and substance reasonably acceptable to GISD and requiring the vendor to, at a minimum, provide appropriate insurance. Any net revenues generated will be divided equally between the City and GISD, and the City shall provide an accounting of any such revenues upon GISD's reasonable request. Any amount due and payable to GISD due to such an event will be paid by the City within ten (10) days of the receipt of payment by the vendor.
10. The City participates in an intergovernmental risk pool to protect it from claims for injuries from people utilizing its facilities. The City will list the parcel subject to this Agreement with the risk pool and shall name GISD as an additional party protected from claims of injuries by individuals using the parcel made the subject of this Agreement.
11. Any party paying for the performance of governmental functions or services pursuant to this Agreement must make those payments from current revenues available to the paying party.
12. This Agreement represents the entire agreement by and between the parties except as otherwise provided in this Agreement. It may not be amended or supplemented, except by written agreement duly executed by all parties.
13. Neither party shall have the right to transfer or assign its interest in this Agreement without the prior written consent of the other party. The parties agree that such consent shall not be unreasonably withheld.
14. Each party further agrees that it shall take any and all necessary steps and sign execute any and all necessary documents or agreements reasonably required to implement the terms of this Agreement, and each party agrees to refrain from taking any action, either expressly or impliedly, which would have effect of prohibiting or hindering the performance of the party to this Agreement.
15. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which when taken together shall constitute but one and the same Agreement.
16. Any and all notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given if sent by

facsimile transmission or mailed by certified mail, return receipt requested, postage prepaid, and addressed as follows:

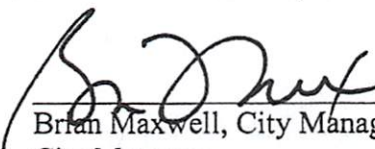
To: City Manager, City of Galveston
P.O. Box 779
Galveston, Texas 77553

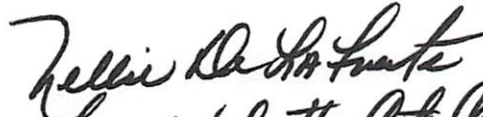
To: GISD
Superintendent of Schools
3904 Avenue, T
Galveston, Texas 77550

Either party hereby reserves the right to designate to the other party any change of name, change of person, or address to which the notices shall be sent.

17. This Agreement and the exhibits attached hereto and incorporated herein, if any, contain the entire agreement of the parties and there are no representations, inducements, promises, agreements, arrangements or undertakings, oral or written, between the parties to this Agreement other than those set forth herein and duly executed in writing. No agreement of any kind shall be binding upon either party unless and until the same has been made in writing and duly executed by both parties, following any necessary approvals by such party's governing body. Upon execution of this Agreement by all parties, all previous agreements, contracts, oral understandings, representations, arrangements, or undertaking of any kind relative to the matters contained in this Agreement are hereby superseded and canceled.
18. If any provision of this Agreement is for any reason held violative of any applicable law, governmental rule or regulation, or if the provision is held to be unenforceable or unconscionable, then the invalidity of that specific provision shall not be held to invalidate the remaining provisions of this Agreement. All other provisions and the entirety of this Agreement shall remain in full force and effect unless the removal of the invalid provision destroys the legitimate purposes of this Agreement, in which event this Agreement shall be canceled and terminated.
19. This Agreement shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due, performed, and payable in Galveston County, Texas. The parties agree that venue for purposes of any and all lawsuits, causes of action, or other disputes shall be in Galveston County, Texas.
20. This Agreement shall be effective from the date of execution and shall automatically renew annually as set forth herein until terminated pursuant to the terms hereof.
21. Nothing in this Agreement shall be construed as a waiver or relinquishment of any governmental immunities or defenses on behalf of GISD or the City, or their respective trustees, officers, employees, and agents, as a result of the execution of this Agreement or performance of the functions or obligations described herein.

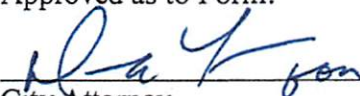
Approved by the City of Galveston, Texas, this 24th day of January, 2020 as authorized by Resolution of the City Council of the City of Galveston.


Brian Maxwell, City Manager
City Manager
City of Galveston



Kelli De La Fuente
Secretary for the City Council
of the City of Galveston



Approved as to Form:


City Attorney

Approved by the Galveston Independent School District this ____ day of _____, 2020 as authorized by its Board of Trustees


Dr. Kelli Moulton, Superintendent
Galveston Independent School District

Approved as to Form:

GISD Attorney