



To: Coppell ISD Board of Trustees
From: Sid Grant
Date: June 18, 2018

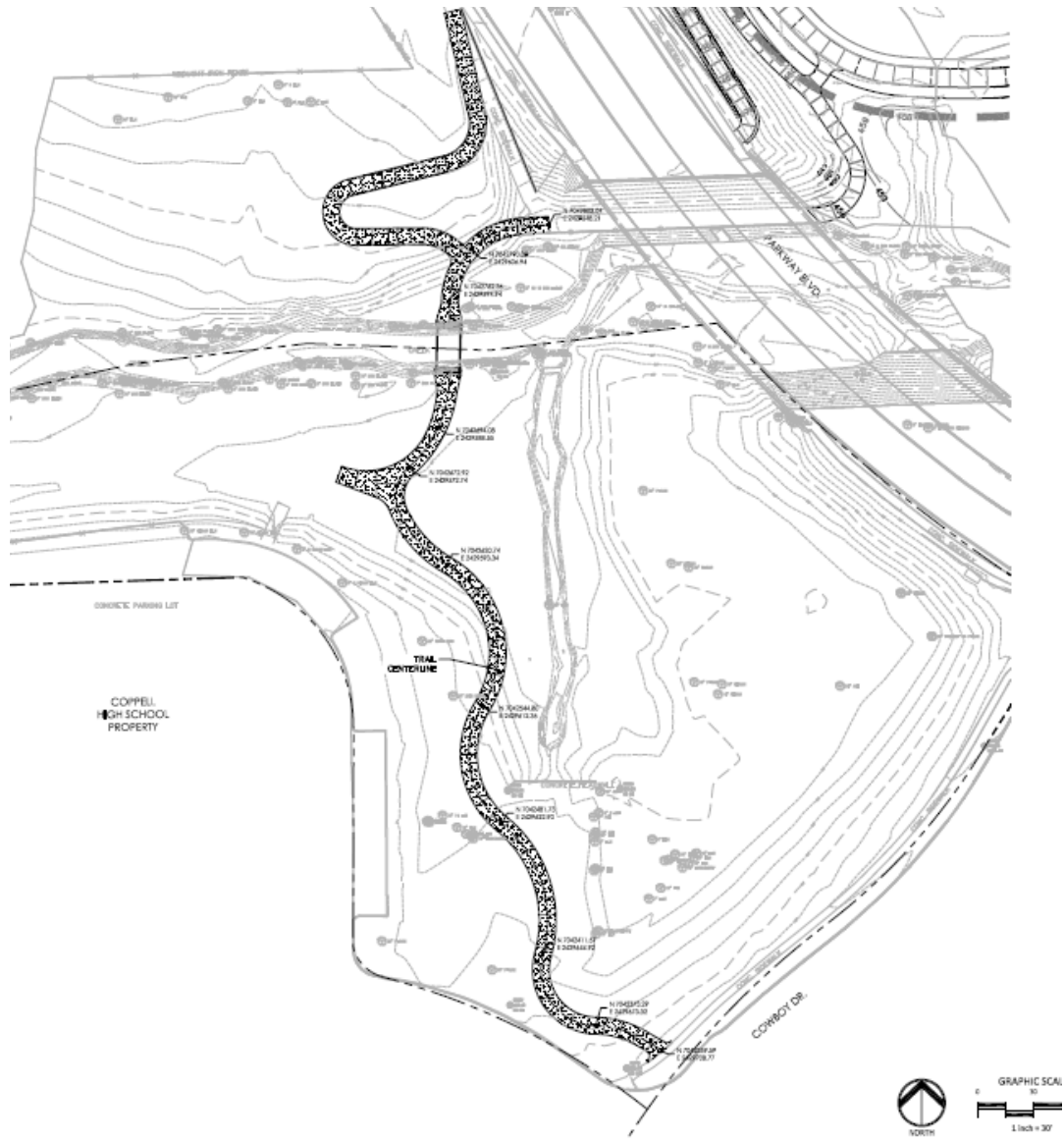
cc: Brad Hunt, Kelly Penny, Louis Macias, Diana Sircar

Re: License Agreement with the City of Coppell for trail leading from Andy Brown Park to Coppell High School

As part of the extensive City of Coppell trail system, the City of Coppell has offered to expand a trail from Andy Brown Park West to Coppell High School at no cost to Coppell ISD. This will enable students to easily and safely walk from homes surrounding the park to CHS. Also, this will serve as easy and safe access during sporting events where Andy Brown Park is used as overflow parking. The trail will go under Parkway and terminate at the sidewalk on Cowboy Drive as seen in the rendering on the attached exhibit.

We have negotiated a License Agreement with the city in order that they can move forward with this project. Again, there is no cost to CISD for the construction or upkeep of the trail system. However, we do need Board approval to sign the License Agreement with the City of Coppell. I and our legal counsel, Chad Timmons, have carefully reviewed the License Agreement and are good with all provisions of the Agreement.

RECOMMENDATION: That the Coppell ISD Board of Trustees approve the License Agreement between Coppell ISD and the City of Coppell for the sole purpose of extending a sidewalk from Andy Brown Park West to Coppell High School, and approve Mr. Brad Hunt, or his designee, to sign the Agreement.



STATE OF TEXAS §
 §
COUNTY OF DALLAS §

LICENSE AGREEMENT

This License Agreement (“Agreement”) is entered into by and between Coppell Independent School District, a political subdivision of the State of Texas (“Licensor”), and the City of Coppell, Texas (the “Licensee”), by and through their authorized representatives.

WHEREAS, the Licensee desires to expand its trail system to connect property owned by the Licensor; and

WHEREAS, the Licensor desires to allow Licensee to design, cause the construction of, have access to and maintain a nine foot (9’) wide concrete hike and bike trail on the land that is depicted on Exhibits A and A-2, hereinafter the “Licensed Premises”; and

WHEREAS, the Licensor desires to allow Licensee to use the Licensed Premises for the purposes stated above under the terms and conditions described herein.

NOW, THEREFORE, in consideration of the payments stated herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Article I
Licensor’s Premises

1.1 **The Premises.** Licensor owns the land and the improvements thereon located in the City of Coppell, located at the property as depicted on Exhibit A which is attached hereto (hereinafter collectively referred to as “the Licensed Premises”).

1.2 **Grant of License.** Licensor hereby grants Licensee a non-exclusive license in gross to use the Licensed Premises in perpetuity for the purposes recited herein upon the terms and conditions set forth herein.

1.3 **Term.** The Term of this Agreement is perpetual; provided, however, this Agreement may be terminated as provided herein.

1.4 **License Fee and Deposit.** Licensee is not required to pay a license fee or deposit.

1.5 **Early Termination.** This Agreement may be terminated at any time by the Licensor, with or without cause, or upon Licensee’s default under the terms of this Agreement.

1.6 **Use of Licensed Premises.** Licensee shall use and occupy the Licensed Premises only as permitted under the terms and conditions set forth herein:

A. Licensee shall, at its sole cost, be permitted to design, locate, construct and maintain a nine-foot (9’) concrete trial on the Licensed Premises for use of the general

public as depicted on the attached Trial Connection Plan, Grading Plan, Construction details and Bridge Details, Exhibits B through E, respectively.

B. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee, its officers, representatives, agents and employees the right to use the Licensed Premises, for the Term of this Agreement, to perform all use operation and maintenance, at its sole costs, activities on the Licensed Premises during the term of this License Agreement for access by the general public in accordance with Licensor's Board of Trustees' Policies and local law.

C. Licensee shall be responsible to the extent permitted by law, for all conditions and use of this License Premises.

1.7 Condition of Licensed Premises.

A. The Licensor shall provide (and Licensee accepts) the Licensed Premises "AS IS" with all defaults and conditions.

B. Following the Licensee's activities, Licensee shall at Licensee's sole expense, and to the extent possible, restore the Licensed Premises to the same condition which existed at the time Licensee entered the Premises, reasonable wear and tear and removal of any improvement.

1.8 Alterations and Improvements.

A. The Licensor shall have no obligation to make any alterations or improvements to the Licensed Premises for Licensee's use or occupancy thereof.

B. Except as recited herein, Licensee shall not make any material alterations or modification to the Licensed Premises.

1.9 **Provision of Services.** The Licensor shall not be responsible for providing any services to the Licensee, and the Licensee shall not be responsible or obligated to provide any services to the Licensor.

1.10 **Relationship of Parties.** The Licensor shall exercise no supervision over the Licensee's mode and manner of performance and Licensee's employees or agents shall not be deemed to be employees or agents of the Licensor. Licensee shall be solely responsible for the wages, benefits, taxes, insurance, and any other similar obligation, in connection with its employees, agents, or servants.

1.11 **Default.** In the event that Licensee fails to perform any obligation under this Agreement, then Licensee shall be in default, and the Licensor shall have the right to immediately terminate this Agreement and Licensee shall vacate the Licensed Premises immediately upon receipt of such notice.

1.12 Indemnification.

A. TO THE EXTENT PERMITTED BY LAW, LICENSOR DOES HEREBY

RELEASE, INDEMNIFY AND HOLD HARMLESS THE LICENSEE, ITS OFFICERS, AGENTS, EMPLOYEES, AND THIRD PARTY REPRESENTATIVES (COLLECTIVELY REFERRED TO AS “LICENSEE”) FROM ANY AND ALL CLAIMS, DAMAGES, CAUSES OF ACTION OF ANY KIND WHATSOEVER, STATUTORY OR OTHERWISE, PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE AND LAWSUITS AND JUDGMENTS, INCLUDING COURT COST, EXPENSES AND ATTORNEY’S FEES, AND ALL OTHER EXPENSES ARISING DIRECTLY OR INDIRECTLY FROM THE LICENSOR’S PERFORMANCE OF THE AGREEMENT.

B. TO THE EXTENT PERMITTED BY LAW, LICENSEE DOES HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS THE LICENSOR, ITS OFFICERS, AGENTS, EMPLOYEES, AND THIRD PARTY REPRESENTATIVES (COLLECTIVELY REFERRED TO AS “LICENSOR”) FROM ANY AND ALL CLAIMS, DAMAGES, CAUSES OF ACTION OF ANY KIND WHATSOEVER, STATUTORY OR OTHERWISE, PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE AND LAWSUITS AND JUDGMENTS, INCLUDING COURT COST, EXPENSES AND ATTORNEY’S FEES, AND ALL OTHER EXPENSES ARISING DIRECTLY OR INDIRECTLY FROM THE LICENSEE’S USE OF THE LICENSED PREMISES.

**Article II
Miscellaneous**

2.1 **Assignment and Sub licensing.** Licensee may not transfer and assign this agreement or all or any of its rights or privileges hereunder.

2.2 **Notices.** Any and all notices, demands and statements or documents of any kind which are desired or required to be given by one party according to the terms of this Agreement, may be served personally, via facsimile or may be served by registered mail and in such case, shall be deemed to have been served on the date of personal service or on the second business day following the date of mailing thereof. Notices shall be sent to the respective addresses set out below:

If to Licensor:	Coppell Independent School District Attn: Sid Grant, Associate Superintendent 1303 Wrangler Circle Coppell, Texas 75019
If to Licensee:	City of Coppell Attn: Mike Land, City Manager 255 E. Parkway Blvd. Coppell, TX 75019
With a copy to:	Robert E. Hager Nichols, Jackson, Dillard, Hager & Smith, L.L.P. 1800 Lincoln Plaza 500 N. Akard Dallas, Texas 75201

2.3 **Severability.** In the event that any one or more of the provisions contained herein shall for any reason be held unenforceable in any respect by any court of law, such unenforceability shall not affect any other provision of this Agreement, but this Agreement shall then be construed as if such unenforceable provision or provisions had never been contained herein.

2.4 **Disclaimer of Consequential Damages.** In no event shall the Licensor be liable to Licensee for any consequential damages suffered by it, or any third party claiming on behalf of or through Licensee, in connection with any breach of this Agreement or provision of services or amenities by the Licensor.

2.5 **Entire Agreement.** This Agreement is the entire agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

2.6 **Audit.** As part of this Agreement, Licensor shall have the right to reasonable inspection during normal business of the books and records of the Licensee to ensure compliance with the terms and conditions required herein.

2.7 **Representation.** Both Licensor and Licensee represent that they have full capacity and authority to grant all rights and assume all obligations that they have granted and assumed under this Agreement.

2.8 **Recitals.** The recitals to this Agreement are incorporated herein.

2.9 **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the United States of America and the State of Texas. Venue for any action under this Agreement shall be in the state district court of Dallas County, Texas. The parties agree to submit to the subject matter and personal jurisdiction of said court.

2.10 **Amendment.** This Agreement may be amended by the mutual agreement of the parties to it, in writing and attached to and incorporated in this Agreement.

2.11 **Legal Construction.** In the event any one 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 any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

2.12 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

2.13 **Effective Date:** This Agreement will become effective on the date signed by the last of the parties hereto to sign.

2.14 **Exhibits:** All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

2.15 **Survival of Covenants.** Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

2.16 **Immunity.** Nothing in this Agreement is intended to be a waiver of any immunity by any parties to this Agreement.

2.17 **Boycott.** Neither Licensor, nor Licensee, boycotts Israel and will not boycott Israel during the term of the Agreement. Texas Government Code 2270.002.

EXECUTED on this _____ day of _____, 2018

CITY OF COPPELL, TEXAS

By: _____
Mike Land, City Manager

EXECUTED on this _____ day of _____, 2018.

(LICENSOR)

By: Coppel Independent School District

By: _____
Brad Hunt, Superintendent

