

STATE OF TEXAS           §  
   §  
   §                   **INTERLOCAL COOPERATION AND**  
   §                   **DEVELOPMENT AGREEMENT BETWEEN**  
   §                   **THE CITY OF COPPELL AND COPPELL**  
   §                   **INDEPENDENT SCHOOL DISTRICT**  
 COUNTY OF DALLAS       §

This Agreement (“Agreement”) is entered into by and between the City of Coppell, Texas (“City”) and the Coppell Independent School District (“CISD”), a political subdivision of the State of Texas.

**WHEREAS**, the City and CISD wish to cooperate in the acquisition and construction of the Nature Center to be located on the site of the Biodiversity Center in the Coppell Nature Park; and

**WHEREAS**, this Interlocal Cooperation Agreement has been authorized by the governing bodies of the City and CISD; and

**WHEREAS**, the Interlocal Cooperation Act, Chapter 791 TEX. GOV’T CODE authorizes units of local government to contract with one or more units of local government to perform governmental functions and services; and

**WHEREAS**, each party required to make any payments hereunder shall do so from current revenues legally available; and

**WHEREAS**, the parties desire to enter into a new Interlocal Cooperation Agreement for educational purposes; and

**WHEREAS**, the City and CISD find that the performance of this Agreement is in the common public interest of both parties, and that CISD’s contribution fairly compensates the City for CISD’s acquisition of a 50% undivided ownership interest and a non-exclusive right to use the Nature Center for educational and learning purposes involving science, including life sciences, entomology, botany, biological and environmental sciences;

**NOW, THEREFORE**, in consideration of the terms and conditions contained herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1.     **Term.** The term of this Agreement shall be for twenty-five (25) years beginning on the last date all parties have executed this Agreement.
  
2.     **Definitions.**
  - **City-** Shall mean the City of Coppell, Texas
  - **CISD-** Shall mean the Coppell Independent School District

- **Nature Center or Center** – Shall mean a 3,562 square foot facility for instruction and classroom(s) located on the site of the Biodiversity Center in the City of Coppell Nature Park.
- **Biodiversity Center** – Shall mean the area reserved in the Wagon Wheel Park for development of the Nature Center, as well as additional improvements such as rain collection facilities, nature path(s) and a butterfly garden.
- **Project** – Shall mean the construction of the Nature Center.
- **Contribution** – Amount paid to the City by CISD.

3. **Responsibilities.**

- a. CISD shall make a one-time Contribution to the City in an amount not to exceed \$300,000.00 for the acquisition of a 50% undivided interest in the Nature Center, and a non-exclusive right to use the Nature Center for educational and learning purposes involving science, including life sciences, entomology, botany, biological and environmental sciences.
- b. City will cause construction or purchase of a building or facility which will be dedicated as the Nature Center and will provide CISD, for a term of 25 years in the Center, until August 31, 2037, a non-exclusive access to the Nature Center facility for purposes set forth herein. Said interest is in the Nature Center building only and is not to include the other improvements located within the Biodiversity Center.
- c. The City shall make reasonably appropriate space at the Center available for use as an instructional classroom or other appropriate use for school related activities; and, by this agreement provide a license to CISD for such use; and, the City in its sole discretion shall be responsible for the use, maintenance and scheduling of the Center.
- d. CISD shall, during regular school hours, have priority of use in the Nature Center building when such use is necessary for school related activities.
- e. Maintenance. After completion of construction or purchase of the Nature Center, the City shall, at its sole cost and expense, maintain, repair and operate the Center. The City agrees to maintain the Nature Center and Biodiversity Center free of litter, trash, overgrown vegetation and other natural or manmade conditions which would diminish the quality of the property. The City agrees to promptly conduct such maintenance and/or repair when CISD notifies the City that such activities are required. Each party shall promptly report to the other party any defects or dangerous conditions it discovers on or concerning the Nature Center.
- f. Security. During the term of this Agreement, or any extensions thereof, security of any CISD property located at the Nature Center shall be the responsibility of the City. The City agrees to guard CISD property from abuse or loss through vandalism, wanton destruction, or theft.

4. **Governmental Immunity.** It is expressly understood and agreed that, in the execution of this Agreement, no party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to or against claims arising in the exercise of governmental functions relating hereto or otherwise. By entering into this Agreement, the parties do not create any obligations, expressed or implied, other than those set forth herein, and this Agreement shall not create any rights in any parties not signatory hereto. Each party agrees to and accepts full responsibility for the acts, negligence and/or omissions of such party's officers, agents and employees party's in the execution and performance of this Agreement.

5. **Notice.** All notices required or permitted by this Agreement shall be in writing and be deemed received when delivered personally during the normal business hours of the party to whom such communication is directed, or upon receipt when sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to the following or such other person or address as the parties may designate in writing or by facsimile transmission to the address set forth below:

If intended for the City: Mr. Clay Phillips, City Manager  
City of Coppell  
255 Parkway Blvd.  
Coppell, Texas 75019

with copy to: Robert E. Hager  
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.  
1800 Lincoln Plaza  
500 N. Akard  
Dallas, Texas 75201

If intended for CISD: Jeff Turner, Superintendent  
Coppell ISD  
200 S. Denton Tap Road  
Coppell, Texas 75019  
Telephone: (214) 496-8002  
Fax: (214) 496-8006

with copy to: Robert E. Luna, Attorney  
Law Offices of Robert E. Luna, P.C.  
4411 North Central Expressway  
Dallas, Texas 75205  
Telephone: (214) 521-8000  
Fax: (214) 521-1738

6. **Recapture of Contribution.** In the event the Nature Center is not constructed or purchased by the City on or before August 31, 2014, City shall, within five (5) school business days, pay back to the CISD an amount equal to one hundred percent (100%) of the Contribution

for the construction or purchase of the Center previously paid by the CISD, and the CISD's undivided one-half interest in the Center will revert to the City. The repayment obligation to CISD set forth herein shall survive termination of this Agreement.

7. **Termination.** CISD may terminate this Agreement in the event of nonperformance by the City of any provision in this Agreement, after giving the City written notice of the nonperformance and fourteen (14) calendar days to cure. If the City has not cured such nonperformance within fourteen (14) calendar days, then CISD may terminate this Agreement upon sixty (60) days written notice of the date of termination to the City. Upon termination, CISD, at its own expense, may remove all personal property or removable items owned by CISD from the Nature Center and/or Biodiversity Center. If CISD terminates this Agreement once the Nature Center is constructed or purchased, CISD will forfeit its right to future use of the Center, and the City will return, within five (5) school business days of the notice of termination, a prorated portion of CISD's original Contribution.

8. **Remedies.** No right or remedy granted or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Agreement may be waived without written consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.

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

10. **Laws Governing.** The validity of the Agreement and any of its terms or 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 Dallas County, Texas.

11. **Enforceability.** In the event that 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 other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

12. **Headings.** Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Agreement.

13. **Entire Agreement.** This Agreement embodies the complete understanding of the parties hereto, superseding all oral or written previous and contemporaneous agreements between the parties and relating to the matters in this Agreement.

14. **Authorization.** By executing this Agreement, each party represents that they have full capacity and authority to grant all rights and assume all obligations that they have granted and assumed under this Agreement, and that this Agreement has been authorized by the governing body of the respective party.

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

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**CITY OF COPPELL, TEXAS**

By: \_\_\_\_\_  
CLAY PHILLIPS, CITY MANAGER

**ATTEST:**

By: \_\_\_\_\_  
CHRISTEL PETTINOS, CITY SECRETARY

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
ROBERT E. HAGER, CITY ATTORNEY

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**COPPELL INDEPENDENT SCHOOL  
DISTRICT**

By: \_\_\_\_\_  
JEFF TURNER, SUPERINTENDENT

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
ROBERT E. LUNA,  
ATTORNEY FOR CISD