

Invoice Detail

CITY OF UNIVERSITY PARK
ATTN: ROBBIE CORDER
3800 UNIVERSITY BLVD
DALLAS, TX 75205

Invoice # 0020230104
Invoice Date 09/06/2023
Due Date 11/06/2023
Invoice Total 242,500.00

<u>Qty.</u>	<u>Item Description</u>	<u>Unit Price</u>	<u>Extension</u>
1.00	Crossing Guard Services - 2023-2024 School Year - Advanced Billing per Interlocal Cooperation Agreement	242,500.0000	242,500.00

Total Extension: 242,500.00

REMIT TO:

HIGHLAND PARK ISD
6915 WESTCHESTER DR
DALLAS, TX 75205

Invoice # 0020230104
Invoice Date 09/06/2023
Payor CITY OF UNIVERSITY PARK
Due Date 11/06/2023 (CITY OF 004)

Invoice Amount: 242,500.00
Remit Amount:

INTERLOCAL COOPERATION AGREEMENT FOR JOINT PROVISION OF SCHOOL CROSSING GUARD SERVICES

This interlocal cooperation agreement ("Agreement") is entered into on April 12, 2016 (date), between the Highland Park Independent School District ("District"), the City of University Park, Texas ("City") the Town of Highland Park, Texas ("Town") (individually a "party" and collectively "the parties").

BACKGROUND

- The Texas State Legislature has authorized the use of interlocal cooperation Agreements between governmental entities for the provision of governmental services and functions.
- This Agreement is made under the authority of the Interlocal Cooperation Act, Texas Government Code, Chapter 791, and is related to the joint authorization by District, the City and the Town to provide certain public safety services.
- The governmental entities find that the performance of this Agreement is in their common public interest, and that the services provided pursuant to this Agreement will benefit the citizens of the District, the City and the Town.
- The parties, in expending funds in the performance of the governmental functions under this Agreement, will make payments only from current revenues legally available to such party.

AGREEMENTS

Purpose

- I. The purpose of this Agreement is to provide school crossing guard services ("Services") by the District, the City and the Town for the various District campuses. The parties agree that it is to their mutual benefit and the benefit of their citizenry to enter into this Agreement. The health, safety, and welfare of the students of the District and the citizens of the City and the Town will be benefited.

Term

- II. This Agreement will start on the first day of the District's 2016-2017 school year and end on the last day of the District's 2016-2017 school year. This Agreement will automatically renew for the next school year, unless canceled by any of the parties by giving ninety (90) days written notice to the other parties, but at no time can this Agreement be canceled during the District's school year.

Personnel Provided

- III. The District will provide crossing guards to perform the Services at the locations where the District, after consultation with the Town and the City, determines that their presence is necessary for the safety of children crossing public streets. Services will be provided before and after school hours on the days the schools are in session. The school crossing guard locations are listed in Exhibit A to this Agreement.
- IV. On an annual basis, no later than the beginning of a new school year, the District will propose to the City and the Town crossing guard locations for the upcoming school year for approval. The City or the Town will not unreasonably withhold approval of the District's recommendations.

Contracting For Service

- V. District may contract with an independent contractor ("Contractor") to provide the Services. The Contractor will be under the full control and supervision of the District. Selection of Contractor shall be at the sole discretion of the District. Complaints or problems with the Services will be directed to the District. In the event of unresolved disputes, the District shall have final authority.

Compensation

- VI. The City and the Town will pay the District, in advance at the beginning of the school year, one hundred percent (100%) of the actual expenses incurred in the prior school year (the "Advanced Payment"). In the event that the District's actual expenses in a given school year exceed the Advanced Payment, the Town and the City will reimburse the District for the overage at the end of the school year. The City and the Town will allocate the amounts paid to the District under this Agreement based upon a ratio of the number of school crossing guard locations within their boundaries to the total number of locations.

Payment Schedule

- VII. Payment for Services shall be made to the District by the City and the Town annually. The District will submit a bill for the Advanced Payment to the City and the Town by the first day of school, and payment will be due not later than sixty days later. The District will submit a bill for amounts in excess of the Advanced Payment within thirty days after the end of the school year and payment will be due not later than sixty days later.

Scheduling

- VIII. The City and the Town will provide police officers to act as substitute crossing guards for locations within their boundaries if the Contractor is unable to promptly provide replacement personnel. The City and the Town will provide temporary crossing guards at no charge to the District.

General Requirements

- A. *Immunity:* Nothing in this Agreement shall be construed to affect, alter, or modify the sovereign immunity of either party under the Texas Civil Practice and Remedies Code §§101.001 et seq. The parties expressly understand and agree that by entering into this Agreement, neither the District, the City nor the Town waives, nor shall be deemed to waive, any immunity or defense that would otherwise be available to each against claims arising in the exercise of its governmental powers and functions.
- B. *Insurance:* During the term of this Agreement, District agrees to obtain and maintain, as part of the cost of providing the Services, general liability insurance naming the City and the Town as additional insured with respect to the District providing the Services. The District will furnish the City and the Town with a certificate of insurance in accordance with this paragraph within sixty (60) days from the date of execution of this Agreement. Cost for the certificate of insurance will be included in the amount of expense paid to the District by the City and the Town. Nothing in this Agreement will be construed to grant any third party rights or waive the governmental or public purpose of the provision of the Service described in this Agreement. The City and the Town may also have its own insurance, at its own expense, for any potential liability for such Services.
- C. *Third Parties:* This Agreement does not create any third-party beneficiaries. Nothing in this Agreement shall be construed to create, expand or form a basis for liability to any third party under any theory of law against the District, the City or the Town.
- D. *Notice:* Each notice or other communication which may be or is required to be given under this Agreement shall be in writing and shall be deemed to have been properly given 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, to the appropriate one of the following addresses as may be designated by the appropriate party; however, each party has a right to designate a different address by giving the other party fifteen (15) days prior written notice of such designation:

If to District:
Superintendent
Highland Park Independent School District
7015 Westchester Drive
University Park, Texas 75205

If to the City:
City Manager
City of University Park
3800 University Blvd.
University Park, Texas 75205


If to the Town:
Mayor
Town of Highland Park 4700 Drexel Drive
Highland Park, Texas 75205

- E. *Management Authority*: During the term of this Agreement District agrees to provide adequate supervision and oversight of the Contractor.
- F. *Accountability*: District agrees to furnish upon the request of the City and/or the Town copies of reports of daily activity submitted by Contractor. District also agrees to furnish upon the request of the City and/or the Town any and all aggregate or statistical information created by District to document, track, or report activities of the Contractor.
- G. *Claims Against Parties*: Each party shall be responsible for defending or disposing of all claims arising against the respective party as a result of services provided pursuant to this Agreement.
- H. *Entire Agreement*: This Agreement contains the entire Agreement of the parties, and no other oral or written commitments shall have any force or effect if not contained in this Agreement.
- I. *Severability*: In case any one or more of the provisions contained in this Agreement are for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalidity, illegality or unenforceable provision had never been contained in this Agreement.
- J. *Authority*: The signatories to this Agreement are authorized to execute this contract on behalf of the parties they purport to represent, and each party certifies to the other, that any necessary resolutions extending such authority have been duly passed by the respective governing bodies and are now in full force and effect.
- K. *Applicable Law*: This Agreement is governed by the laws of the State of Texas and venue of any action brought to enforce the terms hereof shall lie exclusively in Dallas County, Texas.
- L. *Execution*: 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.

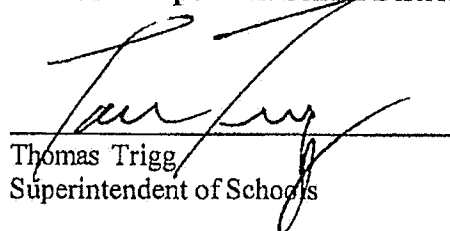
Attest:

Highland Park Independent School District

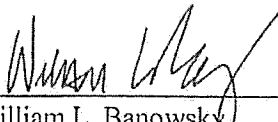
By:


Paul Rowsey
Board of Trustees Secretary

By:

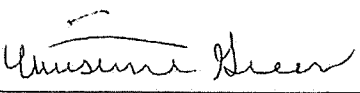

Thomas Trigg
Superintendent of Schools

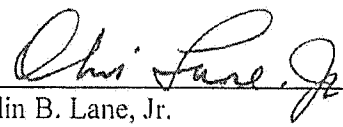
Approved as to form:

By: 
William L. Banowsky
District Attorney

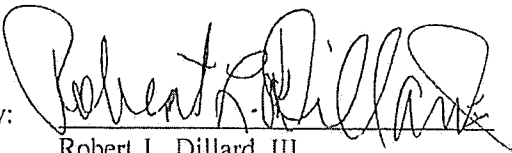
Attest:

City Of University Park, Texas

By: 
Christine Green
City Secretary

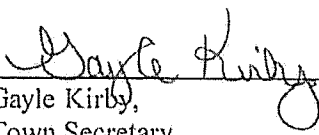
By: 
Olin B. Lane, Jr.
Mayor

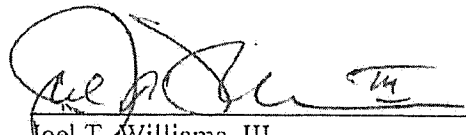
Approved as to form:

By: 
Robert L. Dillard, III
City Attorney

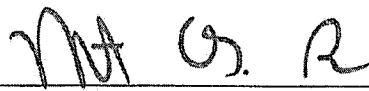
Attest:

Town Of Highland Park, Texas

By: 
Gayle Kirby,
Town Secretary

By: 
Joel T. Williams, III
Mayor

Approved as to form:


Matthew C.G. Boyle,
Town Attorney

ACKNOWLEDGEMENTS

The State of Texas
County of Dallas

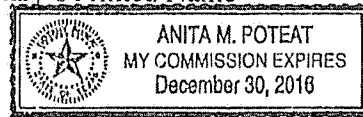
This Agreement was acknowledged before me on April 12, 2016 (date) by Thomas Trigg
as Superintendent of the Highland Park Independent School District.

My Commission Expires:

December 30, 2016

Anita M. Poteat
Notary Public, State of Texas

ANITA M. POTEAT
Notary's Printed Name



The State of Texas
County of Dallas

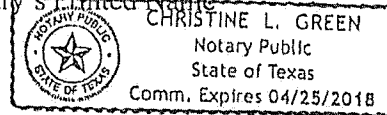
This Agreement was acknowledged before me on May 3, 2016 (date) by Olin B. Lane, Jr.
as Mayor of the City of University Park.

My Commission Expires:

April 25, 2018

Christine L. Green
Notary Public, State of Texas

Christine L. Green
Notary's Printed Name



The State of Texas
County of Dallas

This Agreement was acknowledged before me on April 25, 2016 (date) by Joel T. Williams, III
as Mayor of the Town of Highland Park.

My Commission Expires:

November 14, 2018

Gayle Kirby
Notary Public, State of Texas

Gayle Kirby
Notary's Printed Name

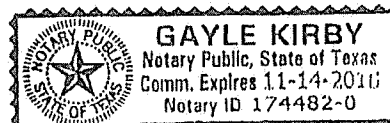


Exhibit A

Crossing guard locations in the City of University Park:

Lovers and Dickens
High School and Binkley
High School and Asbury
Hillcrest and Lovers
Preston and Greenbrier
Tulane and Caruth
Tulane and Colgate
High School and McFarlin
Pickwick and Caruth
Amherst and Dickens
Pickwick and Colgate
High School and Granada
Hillcrest and Caruth

Crossing guard locations in the Town of Highland Park:

Mockingbird Lane and Byron Avenue
Byron Avenue and St. Johns Drive
Byron Avenue and Cornell Avenue
Byron Avenue and Beverly Drive
Hillcrest Avenue and St. Johns Drive
St. Johns Drive and Cornell Avenue
Mockingbird Lane and Armstrong Parkway
Mockingbird Lane and Douglas Avenue
Southern Avenue and Armstrong Parkway
Southern Avenue and Douglas Avenue
Shenandoah Avenue and High School Avenue
Normandy Avenue and High School Avenue

City of UP Crossing Guards Budget Worksheet 2023 - 2024

Billing Rate for 2023/2024: \$28.93

Highland Park Independent SD
715 Westchester Dr.
Dallas, TX 75205

KEY:

Traditional Calendar:

For sites with no regularly scheduled early release days, use 180 regular days

For sites with one regularly scheduled early release day/week, use 144 regular days and 36 minimum days

Sites with traditional calendar:

12	Site at 3.0 hrs per day	36	180		\$28.93	=	\$187,466.40
		Total Hrs/day	X days/yr	X	Hourly Billing Rate		
1	Site at 3.25 hrs per day	3.25	180		\$28.93	=	\$16,924.05
		Total Hrs/day	X days/yr	X	Hourly Billing Rate		
5	Sites at 3.50 hrs per day	17.5	180		\$28.93	=	\$91,129.50
		Total Hrs/day	X days/yr	X	Hourly Billing Rate		
1	Site at 4.0 hrs per day	4	180		\$28.93	=	\$20,829.60
		Total Hrs/day	X days/yr	X	Hourly Billing Rate		

TOTAL PROJECTED HOURS

10,935

TOTAL ANNUAL PROJECTED COST

\$316,349.55