

**FACILITIES JOINT USE**  
**INTERLOCAL AGREEMENT**

This INTERLOCAL AGREEMENT is made and entered into on this 26TH day of SEPTEMBER 2006, by and between the CITY OF UNIVERSITY PARK (hereinafter referred to as "CITY"), acting by and through its City Council and City Manager or his designee, and the HIGHLAND PARK INDEPENDENT SCHOOL DISTRICT (hereinafter referred to as "HPISD"), acting by and through its Board of Trustees and Superintendent of Schools or her designee.

**WITNESSETH:**

**WHEREAS**, the Texas Legislature has authorized the use of interlocal cooperative agreements between and among governmental entities; and

**WHEREAS**, the Interlocal Agreement is made under the authority granted by and pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791, and as otherwise provided herein, relative to the joint utilization by CITY and HPISD of the facilities of each party;

**WHEREAS**, the City and HPISD each desires from time to time when appropriate to use the public facilities of the other in order to provide needed services to the citizens of the City and the District; and

**WHEREAS**, the joint use of such facilities requires an interlocal agreement between the City and HPISD; NOW, THEREFORE,

For and in consideration of the premises and in compliance with and pursuant to the provisions, terms, and conditions of applicable law, the CITY and HPISD do hereby contract and agree with each other as hereinafter set forth below, to wit:

1. CITY and HPISD each agrees to permit the other party to request and schedule the use of certain of its facilities and public areas as provided herein.

2. This Agreement is to provide a governmental service that each party hereto is authorized to perform individually.

3. The parties agree that no consideration will be exchanged for use of the facilities as described herein except to fairly compensate each for the direct costs of furnishing the requested facilities, services or functions to be performed under this Agreement. Each party agrees that payment for the costs for the services or functions performed by it will be made from current revenues available to the paying party.

4. This Agreement has been authorized by the governing body of each party hereto.

5. HPISD does hereby authorize CITY and its approved CITY organizations to use certain school facilities, upon request and advance scheduling that will not interfere with school activities, as approved by the Superintendent or her designee, such facilities being located in University Park, Texas, and owned by or under control of the HPISD.

6. CITY does hereby authorize HPISD and its approved school organizations to use certain CITY facilities, upon request and advance scheduling that will not interfere with CITY activities or previously scheduled events, as approved by the City Manager or his designee, such facilities being located in University Park, Texas, and owned by or under control of the CITY.

7. The approval of a request for use of a facility and establishment of the terms, conditions and required cost of the use of such facility shall be completely within the discretion of the authorized officer of the entity owning or controlling the facility.

8. This Agreement shall be in full force and effect from the date first written above and shall thereafter on such anniversary date be automatically renewed from year to year, unless terminated by either party by notice in writing not less than thirty (30) days prior to the next succeeding anniversary date of this Agreement.

9. Either party may withhold from the joint use rights granted the other party by this Agreement any of its facilities that it determines would not be appropriate for such joint use. In connection with that right, the City makes the following restrictions on the use of its property, to wit:

a. Athletic facilities such as soccer fields, baseball/softball fields, and tennis courts may only be reserved for single day events such as school parties or field days, not for an established, regular usage, unless specifically authorized by a separate interlocal agreement;

b. A request for usage of the swimming pool will be reviewed by the Park Advisory Board for recommendation to the City council for its determination. If approved by the City Council, usage fees will be waived except for costs for staff time associated with the request;

c. If a facility has been previously reserved by another party, the City will offer HPISD alternative dates or locations;

d. All requests to the City must be in writing on a form approved and provided by the City Manager and submitted to the City Manager or his designee at least 14 days prior to the date requested;

- e. No City facility may be reserved by HPISD for non-school related groups, including boy scouts troops, day care, or churches;
- f. No sales of any items to the general public for fund raising shall be permitted; and,
- g. HPISD requests are subject to the priority given YMCA programming in accordance with the existing Facility Utilization Agreement between the City and the Park Cities YMCA.

10. This Agreement has been approved by the City Council of the City and the City Manager has been authorized to execute the same on behalf of the City. This Agreement has been approved by the Board of Trustees of HPISD and the Superintendent of Schools has been authorized to execute it on behalf of HPISD. This Agreement will not be binding on the parties hereto until so approved and signed.

11. CITY and HPISD assume no liability or responsibility for any use of its facilities by the other entity pursuant to the terms of this Agreement, and each agrees to hold the other harmless and to indemnify the other from any and all liability that may arise as a result of the other entity's negligence or the negligence of any officer, agent or employee of such entity, provided however, that in no event shall any liability be imposed upon either which is greater or different than otherwise would be provided by law.

12. It is expressly understood and agreed that in the execution of this Agreement, neither CITY nor HPISD waives, nor shall be deemed to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

13. The CITY and HPISD shall each provide public liability insurance or be self-insured as permitted by law for use of the facilities described in this Agreement. Such policies

shall be at in the amount of the maximum liability to which each is subject under the Texas Tort Claims Act or other applicable law.

14. The parties agree that this Agreement is in addition to other written joint use or Interlocal Agreements between the parties hereto relative to the joint use of specific facilities. Any prior written or oral agreement relative to this agreement is superseded by this Agreement and shall be of no further force or effect.

15. This Agreement may not be terminated without at least sixty (60) days prior written notice from the terminating party to the other party hereto. This Agreement may not be amended or altered in any manner except by a written instrument stating such amendment or alteration, authorized and executed by both parties in the manner provided by law.

16. In case any one or more of the provisions of 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 the other provisions hereof and this Agreement shall be construed as if such provision had never been contained herein.

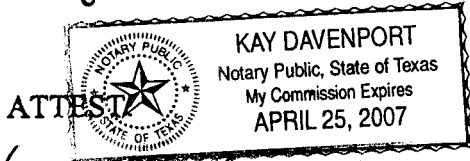
Executed in duplicate originals by the parties hereto acting by and through the duly authorized agent of each and attested by the secretary of each, the execution of such Agreement having been duly authorized by the respective governing body of each party hereto, to become effective on the 26TH day of SEPTEMBER 2006.

[SIGNATURE PAGE FOLLOWS]

HIGHLAND PARK INDEPENDENT  
SCHOOL DISTRICT

WITNESS:

Kay Davenport



Nina Wilson  
Nina Wilson, City Secretary

BY: Cathy Buze  
Superintendent of Schools

CITY OF UNIVERSITY PARK, TEXAS

BY: Bob Livingston  
Bob Livingston, City Manager