

INTERLOCAL COOPERATION AGREEMENT FOR JOINT USE, MAINTENANCE AND RENOVATION OF GERMANY PARK

This Interlocal Cooperation Agreement for Joint Use, Maintenance and Renovation of Germany Park ("Agreement") is between the Highland Park Independent School District, an independent school district organized and existing under the laws of the State of Texas, ("District") and the City of University Park, Texas, a home rule municipal corporation organized and existing under the laws of the State of Texas ("City").

BACKGROUND

- Germany Park is a public park located wholly within the City which the City operates as a governmental function of the City.
- For many years, the District has used Germany Park and its facilities for District athletics, including the boys and girls track and field programs. These programs are governmental functions of the District. The District does not own any track suitable for the needs of this program.
- The District's use of Germany Park and the parties' mutual obligations regarding maintenance of the park have been the subject of different agreements and understandings dating back to at least 1976.
- 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.
- 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 and the City.
- The parties, in expending funds in the performance of the governmental functions or in performing such governmental functions under this Agreement, will make payments from revenues legally available to such party.
- This Amended Agreement is entered by the Parties in accordance with Chapter 791 of the Texas Government Code, as amended. The District and the City wish to terminate all previous agreements with respect to the joint use, maintenance and renovation of Germany Park enter a new agreement setting forth the parties' mutual rights and obligations with respect to Germany Park.

AGREEMENTS

The District and the City, for and in consideration stated in this Agreement, the exclusive rights granted in this Agreement, and for other good and valuable consideration, agree as follows:

1. Termination of Prior Agreements.

- 1.1 All previous agreements for the maintenance and operation of Germany Park to which the City and the District are parties are hereby terminated by agreement.
- 1.2 Prior agreements which are terminated, include, but are not limited to:
 - 1.2.1 Agreement for Development and Maintenance of Park “A” University Park, Texas, dated August 19, 1976 between the City and the District.
 - 1.2.2 Agreement for Joint Use of Germany Park, dated March 5, 1991 between the City and the District.
 - 1.2.3 Agreement for Joint Use of Germany Park, dated November 11, 2006, between the City and the District.
- 1.3 The Facilities Joint Use Interlocal Agreement dated September 26, 2006 is not terminated and is still in full force and effect according to the terms of that agreement.

2. Purpose & Term

- 2.1 The purpose of this Agreement is to set forth the agreement of the parties as to the use and renovation of the track and other facilities at Germany Park. The parties agree that it is to their mutual benefit and the benefit of their citizenry to enter this Agreement.
- 2.2 The term of this Agreement will start on the day of its execution and end on August 19, 2026.

3. Use of Germany Park by the District

- 3.1 Germany Park is the property of the City and shall be operated and maintained by the City as a public park, save and except for the maintenance and repair of the field events areas and storage-restroom building at the north end of the Park, which shall be the responsibility of the District.

- 3.2 During the hours of 3:00 p.m. to 6:00 p.m. of each day, except Saturdays and Sundays, during the established track season of the District each year, the District will have access to, and exclusive use of, the track, field events areas and playing field.
- 3.3 The District will erect, at the entrances to the track and playing fields, during such hours of exclusive use only, appropriate signs, the size, wording, type and locations of which shall be reviewed and approved by the Parks Director, giving notice to the public of The District's exclusive use during such hours.
- 3.4 The District will also have exclusive use of the track, field events areas, and playing field for no more than ten (10) competitive events during a school year. The District will give notice to the Parks Director of The City at least thirty (30) days in advance of its need for the exclusive use of said facilities.
- 3.5 In addition, the District has the right to request additional temporary exclusive use periods from the City to accommodate special needs of the District from time to time, such as construction. Such requests will be sent in writing to the City by the District prior to the beginning of a school year. The City will not withhold approval of the request without identifying compelling reasons for why the request should not be approved.
- 3.6 The District has priority over other users to use of the field and track at times other than specified in this Agreement, provided sufficient notice is given to City, and further provided District is reasonable in its requests and respects the needs of the public in its use of the Park.
- 3.7 The District shall have exclusive access of the storage-restroom building at the north-end of the Park.
- 3.8 The District will not
 - 3.8.1 Establish, maintain, operate nor permit any concessions for the sale of food or beverages of any kind or character in the Park; except for a temporary concessions stand operated by the girls track booster club at the annual Tracy Wills track meet.
 - 3.8.2 Establish, maintain, nor operate any loud speaker system, as a fixture, on any of the Park premises;
 - 3.8.3 Increase the capacity for seating of spectators to more than two hundred (200) places; and,

- 3.8.4 Install or permit the installation of any lighting other than the low intensity lighting presently in place for security purposes.

4. Ongoing Expenses

- 4.1 The City at its expense will:
 - 4.1.1 Furnish water and electricity for the storage-restroom building at the north end of the Park;
 - 4.1.2 Provide routine and on-going maintenance of the track, all landscaping, exercise stations, fence, playing field and soccer goals, tennis courts, parking lot, water fountains, and bleachers; and
 - 4.1.3 Maintain additional outdoor exercise equipment described below.
- 4.2 The District, at its expense, will
 - 4.2.1 Maintain the field events areas including the repair and replacement, when needed, of the artificial surfaces of the field events areas, and;
 - 4.2.2 Maintain the storage-restroom building.

5. Capital Improvements

- 5.1 Due to wear and tear from the high utilization of the track, from time to time it is necessary in the protection of the public health and safety to provide for the replacement of the track and renovation of other park facilities..
- 5.2 The City and the District agree that when the need arises, as identified by either party, the parties will negotiate and enter into a separate agreement for such renovation.
- 5.3 Renovation or replacement of any facility in the Park shall be done in accordance with plans and specifications approved by the Parks Director and Director of Public Works of the City or his designee;

6. General Requirements

- 6.1 *Immunity:* Nothing in this Agreement shall be construed to affect, alter, or modify the sovereign immunity of either party under the Texas Civil Prac-

tice and Remedies Code §§101.001 et seq. The parties expressly understand and agree that by entering this Agreement, neither the District, nor the City, 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.

- 6.2 *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 or the City.
- 6.3 *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:
Mayor
City of University Park
3800 University Blvd.
University Park, Texas 75205

- 6.4 *Claims Against Parties:* Each party shall be responsible for defending or disposing of all claims arising against the respective party related to this Agreement.
- 6.5 *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.

- 6.6 *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.
- 6.7 *No Assignment.* The District cannot assign or transfer rights and benefits of District under this Agreement.
- 6.8 *Authority:* The signatories to this Agreement are authorized to execute this contract on behalf of the parties, and each party certifies to the other, that any necessary resolutions extending such authority have been duly passed and are now in full force and effect.
- 6.9 *Applicable Law:* This Agreement is governed by the laws of the State of Texas and exclusive venue of any action brought to enforce the terms is in Dallas County, Texas.
- 6.10 *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.

Highland Park Independent School District

By: _____
James Hitzelberger
President, Board of Trustees
Highland Park Independent School District

By: _____
Thomas Trigg
Superintendent of Schools
Highland Park Independent School District

City of University Park, Texas

By: _____

Olin B. Lane, Jr.
Mayor
City of University Park, Texas

By: _____

Robbie Corder
City Manager
City of University Park, Texas

ACKNOWLEDGEMENTS

The State of Texas

County of Dallas

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

My Commission Expires:

Notary Public, State of Texas

Notary's Printed Name

The State of Texas

County of Dallas

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

My Commission Expires:

Notary Public, State of Texas

Notary's Printed Name

Exhibit A