

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN
TOWN OF LITTLE ELM, TEXAS
AND
LITTLE ELM INDEPENDENT SCHOOL DISTRICT**

This Agreement (hereinafter referred to as the "Agreement"), is made and entered into by and between the Town of Little Elm, Texas, a home-rule municipality (hereinafter referred to as the "Town"), located in Denton County, Texas, and the Little Elm Independent School District, a political subdivision of the State of Texas (hereinafter referred to as the "District").

WHEREAS, the Interlocal Cooperation Act, Chapter 791, Texas Government Code (hereinafter referred to as the "Act"), authorizes local governments to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

WHEREAS, the Town and the District are both local governments as defined by Section 791.003(a) of the Act engaged in the provision of governmental functions and services to their citizens; and

WHEREAS, these functions and services serve the public health, safety, and welfare, promote efficiency and effectiveness of local governments, and are of mutual concern to the contracting parties; and

WHEREAS, the Town and the District, in expending funds in the performance of the governmental functions or in performing such governmental functions under this Agreement, shall make payments therefor only from current revenues legally available to such party; and

WHEREAS, the District owns and operates certain school sites in and around the Town, including Hackberry Elementary School, Brent Elementary School, Lakeview Elementary School, Chavez Elementary School, Oak Point Elementary School, Lakeside Middle School, Little Elm High School and Little Elm Athletic Complex; and

WHEREAS, the Town desires to utilize, and the District desires to allow the use of, these school sites as sports facilities through this Interlocal Agreement; and

WHEREAS, the Town desires to provide residents of the Town with access and use of school ground facilities after school hours and on weekends; and

WHEREAS, this Agreement is made under the authority of sections 791.001-791.029 of the Texas Government Code; and

WHEREAS, the governing bodies of each party find that the subject of this Agreement is necessary for the benefit of the public and that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this Agreement; furthermore, the governing bodies find that the performance of this Agreement is in the common interest of both parties.

NOW, THEREFORE, the Town and the District, for the mutual consideration hereinafter stated, agree and understand as follows:

Section 1. AGREEMENT

A. This Agreement shall supersede all previous agreements between the District and the Town for Facilities Usage.

B. The Town and the District agree, under the terms and conditions provided herein, to permit for joint use of the District's Facilities and the Town Facilities for recreational, cultural, informational, and athletic activities for the mutual benefit of the parties.

C. Notwithstanding anything herein to the contrary, a material part of the consideration to the Town and the District for entering into this Agreement is the commitment by the District and the Town to allow each party to utilize the other party's facilities for youth and adult recreational, cultural and athletic activities.

D. There shall be no additional costs to the Town or the District. The Town and the District will be responsible for all costs for electric utilities associated with the subject facilities covered by this Agreement for recreational and athletic activities, in accordance with the terms of this Agreement, except as may be otherwise provided herein. Also, the Town and the District shall be responsible for maintaining the facilities under their respective custody and control and keep such facilities free of litter, trash, overgrowth, or any other natural or manmade conditions which would diminish the quality of property or impair its public purpose.

E. The Town and the District mutually agree to waive all cost recovery fees in the interest of providing the highest and best service with the least possible expenditure of public funds for both parties. This shall include, but not be limited to, administrative charges, rental fees, installation costs, meter costs, on-site supervision fees, janitorial maintenance fees, HVAC charges, utility charges, building inspection fees, fire prevention fees, capital recovery fees, planning and zoning fees, subdivision fees, reservation fees, and health and code enforcement fees for the District Facilities and Town Facilities. The District will be responsible for paying to the Town all monthly utility fees, including water sewer, and trash for the District's Facilities.

Section 2. FINDINGS INCORPORATED

The findings set forth above are incorporated into the body of this Agreement as if fully set forth herein.

Section 3. TERM

This Agreement shall continue in force for a period of five (5) years from the date of execution and thereafter on a year-to-year basis until one of the parties shall give the other party ninety (90) days' written notice of intent to terminate as provided hereinafter, or until superseded.

Section 4. USE OF DISTRICT FACILITIES

A. The District will make available for use for recreational activities by the Town and the public all sport field areas and facilities (hereinafter referred to as the "School Facilities"), as depicted in **Exhibit A**, attached hereto and incorporated herein for all purposes. The School Facilities shall be open to the general public and available for use by the general public and Town after school hours and on weekends during the Term of this Agreement unless the District

has previously scheduled a school-sponsored program. It is understood by the parties that the District shall have first priority in scheduling and the Town shall have second priority. The Town shall schedule use of School Facilities by completing a District facility usage form. The facility usage form should be submitted at least two (2) weeks in advance of a proposed event or usage. Upon approval a copy of the signed and approved form will be returned to the Town. The District will use all reasonable efforts to not cancel a previously approved and scheduled usage or event. If cancelation is required for a District activity, the District will provide 24 hours advance notice and make a good faith effort to provide alternate School Facilities. The parties may negotiate additions and deletions to the School Facilities available for the Town's and public use on an annual basis.

B. The Town may not leave or store any equipment or other items at the School Facilities without advance written approval by the District. Such approval shall include a designated site for storage of Town equipment.

C. The Town shall not damage the School Facilities during any use thereof, and shall leave the School Facilities in a condition as neat and safe as at the time the Town began said use. The Town shall be responsible for any damages the Town causes to any School Facilities, and shall promptly repair same.

Section 5. USE OF TOWN FACILITIES

A. Town will make available for use by the District all playground areas and facilities (hereinafter referred to as the "Town Facilities"), as depicted in **Exhibit B**, attached hereto and incorporated herein for all purposes. The Town Facilities shall be open to the general public and available for use by the general public and District during the term of this Agreement, unless the Town has previously scheduled a Town-sponsored program. It is understood by the parties that the Town shall have first priority in scheduling and the District shall have second priority. The District shall schedule use of Town Facilities by completing a Town facility usage form. The facility usage form should be submitted at least two (2) weeks in advance of a proposed event or usage. Upon approval a copy of the signed and approved form will be returned to the District. The Town will use all reasonable efforts to not cancel a previously approved and scheduled usage or event. If cancelation is required for a Town activity, the Town will provide 24 hours advance notice and make a good faith effort to provide alternate facilities. The parties may negotiate additions and deletions to the Town Facilities available for the District's and public use on an annual basis.

B. The District may not leave or store any equipment or other items at the Town Facilities without advance written approval by the Town. Such approval shall include a designated site for storage of District equipment.

C. The District shall not damage the Town Facilities during any use thereof, and shall leave the Town facilities in a condition as neat and safe as at the time the District began said use. The District shall be responsible for any damages the District causes to any Town Facilities, and shall promptly repair same.

Section 6. TERMINATION

This Agreement may be terminated at any time, with or without cause, by either party giving thirty (90) days advance written notice to the other party.

Section 7. MISCELLANEOUS PROVISIONS

A. Effective Date. The effective date of this Agreement shall be the last day this Agreement is approved by a party hereto as indicated on the signature blocks below (the "Effective Date").

B. Entire Agreement. This Agreement represents the entire agreement between Town and District and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the governing bodies of both the Town and District or those authorized to sign on behalf of those governing bodies.

C. Indemnification Clause. To the extent allowed by law, each party agrees to release, defend, indemnify, and hold harmless the other (and its officers, agents, and employees) from and against all claims or causes of action for injuries (including death), property damages (including loss of use), and any other losses, demand, suits, judgments and costs, including reasonable attorneys' fees and expenses, in any way arising out of, related to or resulting from its performance under this Agreement, or caused by its negligent acts or omissions (or those of its respective officers, agents, employees, or any other third parties for whom it is legally responsible) in connection with performing this Agreement.

D. Immunity and Defenses. It is expressly understood and agreed that, in the execution of this Agreement, no party waives, nor shall be deemed hereby 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. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

E. Notice. All notices required by this Agreement shall be addressed to the following, or other such party or address as either party designates in writing, by certified mail, postage prepaid, or by hand delivery.

Town of Little Elm:

Attn: Matt Mueller, Town Manager
Town of Little Elm
100 W. Eldorado Parkway
Little Elm, Texas 75068
Telephone: 214-975-0400
Fax: 214-540-2340

Little Elm Independent School District:


Attn: Lowell Strike, Superintendent
Little Elm Independent School District
Box 6000
Little Elm, Texas 75068-5220
Telephone: 972-292-1847
Fax: 972-294-1107

F. Severability Clause. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation have the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

G. Successors and Assigns. This Agreement shall be binding upon the parties hereto, their successors, and assigns. Neither of the parties will assign nor transfer an interest in this Agreement without the written consent of the other party.

APPROVED by the Town Council of the Town of Little Elm, Texas, in its meeting held on the 5th day of May, 2015, and executed by its authorized representative.

TOWN OF LITTLE ELM, TEXAS


Matt Mueller, Town Manager

ATTEST:


Kathy Phillips, Town Secretary

APPROVED AS TO FORM:


Robert F. Brown, Town Attorney



ACKNOWLEDGMENT

STATE OF TEXAS

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COUNTY OF DENTON

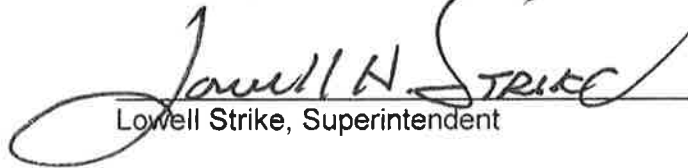
This instrument was acknowledged before me on the 5th day of May, 2015 by Matt Mueller, Town Manager of the TOWN OF LITTLE ELM, TEXAS, a home-rule municipality, on behalf of said municipality.




Notary Public in and for the State of Texas

APPROVED by the Little Elm Independent School District, Denton County, Texas, in its meeting held on the 20 day of APRIL, 2015, and executed by its authorized representative.

LITTLE ELM INDEPENDENT SCHOOL DISTRICT, DENTON COUNTY, TEXAS


Lowell Strike, Superintendent

ATTEST:



ACKNOWLEDGMENT

STATE OF TEXAS

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COUNTY OF DENTON

This instrument was acknowledged before me on the 20 day of April, 2015 by **Lowell Strike**, Superintendent of the **LITTLE ELM INDEPENDENT SCHOOL DISTRICT**, a political subdivision of the State of Texas, on behalf of said independent school district.



Notary Public in and for the State of Texas



Exhibit A

School Facilities for use by Town

Lakeside Middle School: Gym, Tennis Courts, Track Baseball & Softball fields, and Football Stadium (Football Stadium will be for game use only. No practice)

Brent Elementary: Undeveloped Property and Gym

Hackberry Elementary: Gym and Undeveloped Property

Chavez Elementary: Gym

Lakeview Elementary: Gym

Colin Powell Center: Gym and Practice Fields

Oak Point Elementary: Gym

High School: , Tennis Courts, Track and Artificial Turf Football Practice Field

Little Elm Athletic Complex: For game use only. No Practice

Exhibit B

Town Facilities for use by District

Little Elm Park Baseball Softball Fields, Amphitheater and Pavilion

Little Elm Park Soccer Fields and Beach Volleyball Courts

Cottonwood Park Sports fields

Recreation Center Meeting rooms

Little Elm ISD employees shall receive resident rates for usage of Recreation Center Facilities



TOWN OF LITTLE ELM AGENDA INFORMATION SHEET

COUNCIL MEETING

DATE: May 5, 2015

PROJECT: **Inter-local Cooperation Agreement between the Town of Little Elm and Little Elm Independent School District for use of facilities.**

DESCRIPTION: Over the past several years the Town and Little Elm ISD have operated under an Inter-local Cooperation Agreement (ILA) for the use of facilities. This agreement was originally entered by the parties in February 2008 and modified in February 2013. This ILA was primarily developed to provide usage of LE ISD facilities to coordinate youth sports activities through the Little Elm Youth Sports Association (LEAYSA).

Over the past several months Town Staff and LE ISD Staff have reviewed and developed an updated ILA for facility usage.

The significant changes with this agreement are as follows:

1. No charge will be imposed by either entity for the use of facilities. This shall include administrative charges, rental fees, installation costs, meter cost, on-site supervision fees, janitorial maintenance fees, HVAC charges, utility charges, building inspection fees, fire prevention fees, capital recovery fees, planning and zoning fees, subdivision fees, reservation fees, and health and code enforcement fees for the ISD facilities and Town facilities.
2. Added additional school sites and facilities for use by the Town.

The attached Town and LE ISD ILA has been reviewed by the Town Attorney. On April 20, 2015 the Little Elm ISD Board of Trustees considered and unanimously approved the proposed ILA agreement.



TOWN OF LITTLE ELM AGENDA INFORMATION SHEET

COST: N/A

FUNDING:	Acct. Name & No	Original Budget
	N/A	N/A

RECOMMENDED ACTION: Town Staff recommends Council approve Inter-local Agreement with Little Elm ISD for facility usage and authorize the Town Manager to execute the same

TOWN CONTACT: Doug Peach
Assistant Town Manager
214-975-0475
dpeach@littleelm.org

ATTACHMENTS: Inter-local Agreement