

## **INTERLOCAL AGREEMENT**

THE STATE OF TEXAS

COUNTY OF HARRIS

THIS INTERLOCAL AGREEMENT (the “Agreement”) is made and entered into by and between the **City of Deer Park, Texas** (the “City”), acting by and through its governing body, and the **Deer Park Independent School District** (the “District”), acting by and through its governing body. This Agreement is made pursuant to Chapter 791 of the Texas Government Code (the Interlocal Cooperation Act) to the extent it applies to this Agreement.

### **RECITALS:**

The Parties hereto recognize the benefits derived by residents, citizens, and taxpayers located within Deer Park, Texas, by having the City and the District provide usage of each entity’s facilities for certain events and activities.

Chapter 791 of the Texas Government Code authorizes interlocal agreements between local governmental entities such as the City of Deer Park and the Deer Park Independent School District. Chapter 791 authorizes such entities to contract for governmental function services, section 791.011; including parks and recreation and other governmental functions in which the contracting parties are mutually interested.

The City of Deer Park, Texas and the Deer Park Independent School District find that entering into an Interlocal Agreement for parks and recreation and other governmental functions in which both parties are mutually interested serves a public purpose of the City of Deer Park and Deer Park Independent School District.

**NOW, THEREFORE**, the City of Deer Park, Texas, and the Deer Park Independent School District, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

### **TERMS:**

#### **I.**

The City and the District shall allow for the usage of each entity’s facilities for the provision of parks and recreation and other governmental functions. There shall be no expenses charged to either party for the usage of facilities outlined in this Agreement, except as otherwise noted within the Agreement.

## II.

Facilities to be used are as follows:

- The City shall allow year round usage of the Battleground Golf Course by students participating in the Varsity and Jr. Varsity Golf Program of Deer Park High School. Usage shall include daily greens fees (excluding golf cart rental), use of the Course's practice holes, and driving range practice balls. Deer Park High School's Golf Coach shall be responsible for informing staff at the Battleground Golf Course of all students affiliated with the Deer Park High School Golf Program.
- The City shall allow the District up to two (2) no cost rentals of the Dow Park Pavilion, Jimmy Burke Activity Center, Claude Burgess Center, City of Deer Park swimming pool.
- The City shall allow the District to enter one (1) team in the annual sports challenge event hosted by the City of Deer Park.
- The City shall provide After School Programs for students of San Jacinto Elementary School, Deer Park Elementary School, Carpenter Elementary School, Dabbs Elementary School, Deer Park Junior High School, and Bonnette Junior High School. The District shall allow the City to utilize designated areas with the campuses of these respective schools for students to gather and wait until the City can pick up and transport students off campus to the City's designated afterschool location.
- The City shall assist the District with Cross Country Meets up to five (5) events per year by providing assistance, including but not limited to, location, equipment and staff. This shall occur on dates requested by the District, not less than thirty (30) days prior to the event.
- The City shall allow the District's High School Tennis Team to host tournaments at the Dow Park Tennis Facility. Usage shall take place on dates requested by the District, not less than thirty (30) days prior to the event.
- The City shall allow the District's High School Softball Team to host one (1) tournament at the Youth Sports Complex. Usage shall take place on dates requested by the District, not less than sixty (60) days prior to the event.
- The City shall allow the District's High School Soccer Team to host tournaments at the City Soccer Facility (ies). Usage shall take place on dates requested by the District, not less than sixty (60) days prior to the event.
- The City shall allow the District's High School Physics Class to use the Deer Park Municipal Swimming Pool for their annual Boat Regatta Competition. Usage shall take place on dates requested by the District, not less than thirty (30) days prior to the event.
- The City shall allow usage of the Deer Park Municipal Swimming Pool for the District's sponsored swim team. Usage shall take place on dates requested by the District, not less than thirty (30) days prior to the event.
- The District shall allow usage of the Clyde Ashier Football Stadium and the Deer Park High School – North Campus Stadium for up to eleven (11) consecutive Saturdays beginning August, 2017 and ending November, 2017 for football use by the Deer Park youth football program(s). This shall not include use of the press box(s) located on the west side of the stadium(s). The District may suspend this usage at any time for a duration to be determined by the District, should the District believe usage of the field/stadium may be harmful to the athletes and/or detrimental to the field/stadium. In the event this occurs, the District shall allow usage of another District-owned football field/stadium, or the

District may allow use of Clyde Abshire Stadium and the Deer Park High School – North Campus Stadium for a makeup game at a time to be determined by the District.

- The District shall allow usage of the auditorium at Deer Park High School – North Campus for the annual Dance Recital of the dance program affiliated with the City of Deer Park’s Parks & Recreation Department. Usage shall take place on May 18-19, 2018, unless an alternate date otherwise is requested by the City.
- The District shall allow usage of the cafeteria at Deer Park High School – South Campus for the luncheon and awards presentation of the annual Fire Parade hosted by the City of Deer Park. Usage shall take place on October 7, 2017, unless an alternate date is requested by the City.
- The District shall allow usage of gymnasiums at Deer Park Jr. High School, Fairmont Jr. High School and Bonnette Jr. High School, and the practice fields of Deer Park High School – North Campus, for events associated with the City’s annual sports challenge. Usage shall take place on dates requested by the City, not less than thirty (30) days prior to the event.
- The District shall allow usage of gymnasiums at Carpenter Elementary School, Deer Park Elementary School, San Jacinto Elementary School, Dabbs Elementary School, Deepwater Elementary, Fairmont Elementary, Deer Park Junior High School, Bonnette Junior High School, Deepwater Junior High School and Fairmont Junior High School for practices and games associated with the City’s youth basketball program. Usage shall take place on dates requested by the City, not less than thirty (30) days prior to the event.
- The District shall allow usage of one gymnasium at either Deer Park Junior High School or Bonnette Junior High School for sports camps associated with the City’s summer athletic program. Usage shall take place on dates requested by the City, not less than thirty (30) days prior to the event.
- The District shall allow usage of the natatorium at Deer Park High School – South Campus for lifeguard training classes. Usage shall occur on two (2) dates requested by the City, not less than thirty (30) days prior to the events.
- The District shall allow usage of the Deer Park High School – North Campus Stadium including all necessary track equipment to include but not be limited to restrooms, mats, hurdles, high bar, starter blocks, etc. for events associated with the City’s Summer Track Program. Usage shall take place on dates requested by the City, not less than thirty (30) days prior to the event.
- The District shall allow usage of the gymnasiums at the Deer Park Junior High School, Bonnette Junior High School, Deepwater Junior High School, Fairmont Junior High School and North Campus High School for both youth and adult programming. Usage shall take place on dates requested by the City, not less than thirty (30) days prior to the event.

### **III.**

Both the City and the District recognize the other entity exists to provide services to its constituents, first and foremost. Usage of the City’s facilities by the District, or the District’s facilities by the City, shall be secondary to each entity using its own facilities for its own core services and purposes. This agreement is intended to allow each entity to assist the other in mitigating costs associated with its delivering its programs and services. It is not intended to allow or create situations whereby one entity inconveniences the other’s delivery of its programs and

services. To the extent this occurs, the City and the District shall work together to alleviate such circumstances while retaining the spirit of this agreement. Once a reservation has been confirmed by both entities, both entities shall provide at least a 48 hour notice for cancelations to assist with any necessary changes.

#### **IV.**

Either entity shall retain the right to request payment from the other entity when the entity providing a facility incurs costs which otherwise would be not incurred except because of the usage. When making such request, the requesting entity shall seek payment at reasonable rates which recover reasonable costs associated with the affiliated activities of building usage. Such costs may include, but are not limited to, additional energy consumption and facility staffing. When requested, costs shall be invoiced by the entity which incurred the expense and paid within thirty (30) days by the entity which used the other's facilities.

#### **V.**

Both entities recognize facility usage needs may arise at any time which were not foreseen, and therefore not made part of this agreement. When this occurs, either entity may request usage of the other's facilities at no cost. The City Manager of the City and the Superintendent of Schools of the District shall have the authority to honor such requests of the other.

#### **VI.**

Neither party to this Agreement waives or relinquishes any immunity or defense on behalf of itself, its officers, employees, agents, and volunteers as a result of its execution of this Agreement and the performance of the covenants contained herein.

The condition of the facilities and related equipment and items associated with usage is the sole responsibility of its owner. If damage occurs, the financial responsibility is the owner's and may be recovered through insurance acquired by the owner, or through other resources available to the owner. The other entity is not responsible for damage to facilities and related equipment or injury to any person, or for actions of the owner.

#### **VII.**

This agreement shall be valid through June 30, 2018. The governing body of either Party may terminate this agreement, provided written prior notice has been provided by the terminating Party to the other Party no less than ninety (90) days prior to any action taken to terminate this agreement.

#### **VIII.**

Any notice required to be given under this Agreement shall be in writing and shall be duly served when it is deposited, enclosed in a wrapper with the proper postage affixed and duly certified,

return-receipt requested, in a United States post office, addressed to the City of Deer Park or the Deer Park Independent School District at the following addresses:

To the District: Deer Park Independent School District  
Office of the Superintendent  
2800 Texas Ave.  
Deer Park, TX 77536

To the City: City of Deer Park, Texas  
Office of the Mayor  
710 E. San Augustine  
Deer Park, TX 77536

**IX.**

The parties shall observe and comply with all applicable federal, Texas, and local laws, rules, ordinances, and regulations affecting the conduct of services provided and the performance of obligations undertaken by this Agreement. In case any one or more provisions contained in this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**X.**

This agreement shall be construed in a manner consistent with Chapter 791 of the Texas Government Code, as may hereafter be amended.

**XI.**

Mandatory and exclusive venue of any dispute between the Parties to this agreement shall be in Harris County, Texas.

**XII.**

This Agreement is not intended to be an exclusive agreement, and each Party may enter into other similar agreements. Nothing in this Agreement shall be represented or construed to alter, supplant, or replace any other agreements.

**IN WITNESS THEREOF**, this instrument has been executed on behalf of the City of Deer Park, Texas by a duly authorized representative of the City of Deer Park, Texas, and on behalf of the Deer Park Independent School District by a duly authorized representative of the Deer Park Independent School District.

Attest/Seal:

**CITY OF DEER PARK**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_  
City Secretary

Print Name: \_\_\_\_\_  
Mayor

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**DEER PARK ISD**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_  
Superintendent

Print Name: \_\_\_\_\_  
Board President

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_