

**INTERLOCAL COOPERATION AGREEMENT**

This AGREEMENT is entered into this \_\_\_\_\_ the day of \_\_\_\_\_, 2010, between the City of Texas City, Texas, ("City"), and the Texas City Independent School District, ("District").

**ARTICLE I**  
**PURPOSE OF AGREEMENT**

The purpose of this agreement is to continue the ongoing cooperation between the City and District with regards to the sharing of resources and the mutual use of public facilities, and to maximize efficiency to benefit the citizens and taxpayers of the City of Texas City.

**ARTICLE II**  
**TERM OF AGREEMENT**

This agreement shall continue from March 31, 2010 until March 31, 2013. Upon mutual consent, the agreement shall be extended for an additional three-year term.

**ARTICLE III**  
**OBLIGATIONS OF THE CITY AND DISTRICT**

The City of Texas City and District shall, to the greatest extent possible, maximize the taxpayers' resources by sharing certain available resources, such as the use of public facilities. The intent of this agreement is that when certain resources or facilities of the City or District are not in use, the other party may use these resources at no or minimal cost. This arrangement shall be construed as broadly as practicable, to provide the widest possible range of cooperation and mutual benefit. By means of example, and not by limitation, the following list shall identify programs and use of facilities to be covered by this agreement:

District shall allow City to use the following:

1. Texas City High School Stadium, for the summer track program.
2. Texas City High School Gymnasium for hosting tournaments on an "as needed basis."
3. Texas City High School tennis courts on an "as needed basis."
4. District buses, at no cost to City, for transportation of tennis, track, swimming, and other sports participants on an "as needed basis" for the summer programs. City acknowledges that the buses may only be driven by a District driver, with City providing liability insurance coverage.
5. Texas City High School parking lot, for parade starts.
6. School auditoriums, on an "as needed" basis.
7. School facilities, such as Roosevelt Wilson School, for polling places.
8. School facilities, for after-school programs, on an "as needed" basis.

9. Such other facilities and resources as approved by the Director of Physical Services and Transportation.

City shall allow District to use the following:

1. Nessler Center, for District-sponsored events and shall not include booster club events.
2. Charles Doyle Convention Center for teacher orientation, Superintendent Academics Awards, Employee Appreciation Banquet, and certain District sponsored events that cannot be accommodated in the Nessler Center or in School District facilities.
3. Bayou Golf Course for high school golf team practice during Interscholastic golf season only.
4. Soft Ball Field, Tarpey #3
5. Soft Ball Field, Tarpey #4.
6. Soccer Fields during soccer seasons.
7. Tennis courts, upon prior approval by Director of Recreation and Tourism.
8. The Natatorium shall be subject to a separate agreement.
9. Sanders/Vincent Center, for after-school programs, on an "as needed" basis.
10. Such other facilities and resources as approved by the Director of Recreation and Tourism.

#### ARTICLE IV SUPERVISION & COORDINATION

The District's Director of Physical Services and Transportation (or the Superintendent of Schools designated representative) and the City's Director of Recreation and Tourism (or their designated representatives) will coordinate, as needed, to insure effective implementation of this agreement. All regular janitorial services shall be included by the facility owner in granting use of the facility, and shall be at no cost to the party using the facility. Security for activities shall be agreed upon by both parties and costs are to be set annually through designated representatives of Texas City Independent School District and the City of Texas City.

#### ARTICLE V MUTUAL INDEMNIFICATION

The City and District, only to the extent permitted by Texas law, agree to defend, indemnify and hold each other harmless for all claims for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this agreement.

#### ARTICLE VI NO WAIVER OF IMMUNITY

It is expressly understood and agreed that under this agreement neither party waives, nor shall

be deemed to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

## ARTICLE VII VENUE

Each party to this agreement agrees that in any legal action brought hereunder, venue shall lie in Galveston County, Texas. The validity of this agreement and of its terms and provision, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas.

## ARTICLE IX SEVERABILITY

In case any one or more of the provisions contained in the agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such fact shall not affect any other provision thereof and this Agreement shall be construed as if the stricken provision had never been contained herein.

## ARTICLE X MODIFICATION

This agreement may be amended or modified by the mutual agreement of both parties hereto in writing, such writing to be attached hereto and incorporated unto this agreement.

## ARTICLE XI ENTIRE AGREEMENT

This agreement contains all commitments and obligations of the parties and represents the entire agreement of said parties. No verbal or written conditions not contained herein shall have any force or effect to alter any term of this agreement.

## ARTICLE XII TERMINATION/FORCE MAJEURE

This agreement may be terminated at any time before its expiration with mutual consent of both parties by any one party without cause with ninety (90) days written notice to the other party. Neither party shall be responsible for damages or expected to fulfill its obligations under this agreement should an act of God or other unforeseen catastrophe occur and cause such damage of prevent the performance of such obligation.

## ARTICLE XIII EXECUTION

This agreement shall be executed by the duly authorized official(s) of District and City as expressed in the approving resolution or order of the governing body of such party.

### Paragraph Headings

The captions, numbering sequences, titles, paragraph headings, punctuation, and organization used in this agreement are for convenience only and shall in no way define, limit, or describe the scope or intent of this agreement or any part of it.

### Understanding, Fair Construction

By execution of this agreement, the parties acknowledge that they have read and understand each provision, term, and obligation contained in this agreement. This agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the non-drafting party.

## ARTICLE XIV REQUIRED INTERLOCAL AGREEMENT PROVISIONS

City and District agree to pay any payments made pursuant to this agreement from current revenues. The parties agree that each party is paying fair compensation for the services rendered and facilities used. City and District are authorized by law to perform the functions or services to be performed under this agreement.

## ARTICLE XV NOTICES

Any notices due under the provisions of this agreement shall be made in writing and shall be addressed to the following:

**City:**

Director of Recreation and Tourism  
City of Texas City  
2010 5<sup>th</sup> Avenue North  
Texas City, Texas 77590  
(409) 643-5987  
(409) 949-4810 fax

**District:**

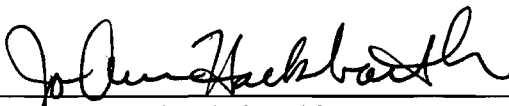
Texas City Independent School District  
1401 Ninth Avenue North  
P.O. Box 1150  
Texas City, Texas 77592-1150  
(409) 942-2813  
(409) 942-2816 fax

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement on the date first above written.

THE CITY OF TEXAS CITY:

\_\_\_\_\_  
Matthew T. Doyle, Mayor

TEXAS CITY INDEPENDENT SCHOOL  
DISTRICT:

  
\_\_\_\_\_  
JoAnn Hackbarth, President

ATTEST:

\_\_\_\_\_  
Pamela A. Lawrence  
City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Ronald F. Plackemeier  
City Attorney