

STATE OF TEXAS §

§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DALLAS §

INTERLOCAL COOPERATION AGREEMENT

This Agreement is made and entered into effective as of the of the ____ day of _____, 2016 (the "Effective Date") by and between **THE CITY OF GRAND PRAIRIE, TEXAS** (hereinafter, "City"), a home rule city organized under the Constitution of the State of Texas and the **GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT**, with its principal office located at 2602 South Belt Line Rd., Grand Prairie, TX 75052 (hereinafter, "School District"). The two entities are collectively referred to hereinafter as the "Parties."

RECITALS

WHEREAS, Chapter 791 of the Texas Government Code, as amended, provides authorization for units of local government to enter into Interlocal Cooperation Agreements to perform governmental functions and services; and

WHEREAS, the School District and the City herein desire to enter into an Agreement setting forth the services to be provided under the GP "Future Builders" Program; and

WHEREAS, Parties desire to come together to engage resources and provide affordable Homeownership opportunities to Grand Prairie Section 8 Home Ownership participants and families; and

WHEREAS, the City wishes to be a part of an internship program in a Career and Technology Education field of study and is interested in providing assistance to the School District's growing CTE Program:

NOW THEREFORE, in consideration of the mutual promises and benefits contained herein and for other valuable consideration, the receipt and sufficiency of where are hereby acknowledged, the parties agree as follows:

1. **Purpose.** The purpose of this Agreement is for the City and School District to work together to build affordable housing for City residents and to provide School District students with invaluable work experience.
2. **Definitions.** The following list sets out certain defined terms pertaining to this Agreement:
 - a. "City" means the City of Grand Prairie.
 - b. "City Personnel" means City staff or volunteers.

- c. "CTE" means Career and Technology Education.
 - d. "Program" means the Career and Technology Education field of study.
 - e. "School District" means Grand Prairie Independent School District.
 - f. "School District Personnel" means School District Staff and students.
 - g. "School District Staff" means School District, faculty, staff and volunteers.
3. **Term.** This Agreement is for a term of one (1) year and shall begin on the Effective Date hereof; provided; however, that the Agreement may be terminated by either party with or without cause or liability, upon providing at least sixty (60) days written notice to the other party. This Agreement shall automatically renew for additional one (1) year terms unless either party provides at least sixty (60) days written notice to the other party of its intent not to renew the Agreement.
4. **City Obligations.** The City will:
- a. Provide lots and secure permits required for project;
 - b. Provide building plans for projects;
 - c. Select each house plan to be built;
 - d. Complete plumbing rough and foundation;
 - e. Provide foundation letter, surveys, energy assessments and meet all other building inspection requirements;
 - f. Provide HOME grant program funding for construction materials;
 - g. Hire a part time superintendent for supervision of build;
 - h. Select a qualified Section 8 Homeownership family by drawing from a pool of approved families to receive the completed house mortgage free; and
 - i. Provide all necessary title work for closing of property.
5. **School District Obligations.** The School District will:
- a. Supervise the complete construction of affordable housing units by GPISD construction technology students;
 - b. Meet all requirements of current building codes to pass all applicable inspections;
 - c. Provide to the city a materials cost list for each house before beginning construction;
 - d. Provide a proposed build schedule for each house;
 - e. Secure signed Release of Liability forms from all GPISD employees and students working on sight for the duration of the build;
 - f. Insure that all teachers and students sign in daily on log in sheets to record volunteer hours; and
 - g. Provide completed log in sheets to the city on a weekly basis.
6. **City Policies and Procedures Control.** The School District acknowledges that School District Personnel shall be expected to comply with all current policies and procedures of

City, and the City will make said policies readily available to School District Personnel upon the signing of this Agreement.

7. **Supervision.** The City acknowledges that School District Personnel will be supervised by School District Staff who are professionals in the subject matter of the aforementioned CTE field of study. All activities of School District Personnel shall be performed under direct supervision of School District Staff. The School District CTE Coordinator shall serve as a liaison with City staff when necessary.
8. **Confidentiality.** The School District shall ensure that School District Personnel maintain the confidentiality of all information related to City in accordance with all applicable federal and state laws and regulations. Each School District Personnel participating in the Program shall execute a Confidentiality Agreement provided by City.
9. **Record Keeping.** As needed, the School District shall provide and maintain records and reports required by City for conducting certain experiences of School District Personnel under this Agreement. City shall provide and maintain records and reports reasonably required by School District for overseeing the Section 8 Program.
10. **Section 8 Homeownership Program.** The City will follow Section 8 Homeownership Program Requirements when selecting the homeowners for any house built through this program.
11. **Internship Training.** City shall provide the materials for School District Staff to provide learning experiences to School District Personnel in the Program. The number of School District Personnel, their program of education within City and the scheduling of the education at City shall be determined by mutual agreement between the City's coordinator for CTE internships and the School District's CTE Director.
12. **Consent.** City and the School District agree that City will allow School District Personnel to participate in the learning experiences under the Program, provided that City is able to obtain any consents deemed necessary by City, which consents shall not be unreasonably withheld by School District Personnel.
13. **Student Withdrawal.** City shall require School District to withdraw a School District Student from the Program if: (1) the achievement, progress, adjustment or health of the student does not warrant continuation of the program; or (2) the behavior of the student fails to conform to the policies and procedures of City or School District.
14. **Marketing.** Neither party shall use the other's name or logo without the other party's prior written consent.
15. **Insurance.** Prior to the commencement of work under this Contract, the School District shall obtain and shall continue to maintain in full force and effect during the term of this Agreement a comprehensive liability insurance policy which shall include bodily injury,

death, automobile liability and property damage coverage. The minimum limits for this coverage shall be \$1,000,000.00 combined single limit for liability and for property damage. The City shall be named as certificate holders under such policy and a provision shall be incorporated in the policy whereby the City shall be given at least thirty days prior notice of any material change in coverage or of cancellation of such policy. The School District shall furnish the City with original copies of said policies or certificates evidencing such coverage prior to commencement of any work under this Contract. The School District shall also maintain student accident insurance to provide coverage for any accidents for School District Personnel.

16. **Hold Harmless.** To the Extent permitted by current Texas law applicable to independent school districts, the School District agrees to mutually indemnify, defend and hold harmless City, its directors, officers, employees, representatives, affiliates and agents from any and all liabilities, lawsuits, claims, damages, losses, expenses, court costs, reasonable attorney's fees, and other reasonable costs of defense resulting from or attributable to acts or omissions of the School District, School District Personnel, employees, agents or representatives. To the Extent permitted by current Texas law applicable to independent school districts and to municipalities, the City agrees to indemnify, defend and hold harmless School District, its directors, officers, employees, representatives, affiliates and agents from any and all liabilities, lawsuits, claims, damages, losses, expenses, court costs, reasonable attorney's fees, and other reasonable costs of defense resulting from or attributable to acts or omissions of the City, City Personnel, employees, agents or representatives.
17. **Non-Discrimination.** The School District and City shall not discriminate against anyone applying to or enrolled in the Program contemplated under this Agreement or employed by either party because of race, color, religion, ethnicity, national origin, age, sex or marital, veteran or handicapped status. Both parties agree that no person, because of race, color, national origin, sex, sexual orientation, sexual identity, age, religion, creed, or disability shall be discriminated against in employment, services, volunteer activities, or any aspect of the program's activities.
18. **Independent Parties.** This agreement does not create a formal partnership between the parties. Each party to this agreement is responsible for its own employees, representatives, agents, subcontractors, and record keeping. This Agreement is not intended to create, nor should it be construed to create any relationship between the Parties other than that of independent contractors. Neither Party has the authority to bind the other party, contractually or otherwise, except as specifically authorized in this Agreement.
19. **No Assignments.** This Agreement shall not be assigned or transferred by either Party without written approval of the other. The terms, conditions and covenants contained in this contract are for the benefit of, and are binding on, the parties hereto and their

respective permitted successors and permitted assigns, except as otherwise herein expressly provided.

20. **No Verbal or Prior Agreement.** This Agreement constitutes the entire agreement between the parties. No changes or addition shall be binding upon the parties until reduced to writing and signed by both Parties. This Agreement, when fully executed, shall supersede any and all prior or existing agreements, either oral or written, with respect to the subject matter hereof.
21. **Amendments.** This agreement may be amended in writing at any time with concurrence of both parties. The parties agree to review and amend this agreement periodically to reflect needed changes.
22. **Governing Law.** The School District and City agree that they shall abide by all applicable federal, state and local laws, rules, regulations and executive orders in effect as of the date of this Agreement, and as they may change or be amended. This Contract is made subject to the existing provisions of the Charter of the City of Grand Prairie, its rules, regulations, procedures and ordinances, present and future, and all applicable laws of the State of Texas and the United States. The obligations and undertakings of each of the parties to this Agreement are and shall be performed in Dallas County, Texas. The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and any venue for any action concerning this Agreement shall be in Dallas County, Texas.
23. **Severability.** In the event any one or more of the provisions contained in 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, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.
24. **No Implied Waiver.** City's failure to insist at any time on the strict performance of any covenant or agreement, or failure to exercise any option, right, power or remedy contained in this contract shall not be construed as a waiver or a relinquishment thereof for the future. The waiver of or failure to seek redress for any violation of any term, covenant, agreement, or condition contained in the Agreement shall not prevent a subsequent act from being a violation. City shall be considered to have waived a provision of this contract only if such waiver is specifically expressed in a writing signed by City. No expressed waiver shall affect any matter other than the one specified in the waiver and only for the time and in the manner specifically stated.
25. **Mediation.** Both parties agree that if a dispute arises between there relating to this Agreement, they will use commercially reasonable efforts to settle the dispute by non-binding mediation in accordance with the provisions of this section before pursuing any

other available legal remedies. Either party may give written notice to the other that a dispute exists and that such party desires to pursue mediation. Each party shall appoint one mediator, who shall be an impartial person. The two (2) mediators thus appointed shall appoint the third mediator, who shall be an impartial person.

26. **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.
27. **Immunity.** Nothing in this Agreement, or any other attachment, shall be construed to affect, alter, or modify the immunity of either party under Texas Civil Practice and Remedies Code.
28. **Waiver of Attorney's Fees.** School District and City expressly covenant and agree that in the event of any litigation arising between the parties to this contract, each party shall be solely responsible for payment of its attorneys and that in no event shall either party be responsible for the other party's attorney's fees regardless of the outcome of the litigation.
29. **Notices.** Any notices required to be sent under this Agreement shall be deemed given when: (a) personally delivered, (b) if sent by facsimile upon confirmation of successful transmission or (c) if sent by U.S. Mail, three (3) business days after deposit in the U.S. Mail, First Class, certified, or registered, postage pre-paid. All notices, communications and reports under this Contract must be mailed or delivered to the respective parties at the addresses shown below, unless either party is otherwise notified in writing by the other party:

CITY:

William A. Hills
Director of Housing and Neighborhood Services
City of Grand Prairie
P. O. Box 534045
Grand Prairie, Texas 75053-4045

School District:

Grand Prairie Independent School District
2602 South Belt Line Rd.
Grand Prairie, TX 75052

EXECUTED this the _____ day of _____, 2_____.

CITY OF GRAND PRAIRIE, TEXAS

By: _____
Tom Hart, City Manager

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

GRAND PRAIRIE ISD

By: _____
Printed Name: _____
Title: _____