

## REPAIR AND REFURBISHMENT PARTICIPATION AGREEMENT

STATE OF TEXAS           §

COUNTY OF DALLAS       §

This Agreement is made and entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the City of Grand Prairie, a Texas municipal corporation (hereinafter called "City"), and Uniflight, LLC (hereinafter called "Tenant").

**WHEREAS**, the City is subject to Chapter 252 of the Texas Local Government Code relating to certain competitive bidding procedures when authorizing an expenditure in an amount exceeding \$25,000; and

**WHEREAS**, Hangar 10 North B at the Grand Prairie Municipal Airport has deteriorated since its construction in or around 1987 and will require repair and refurbishment to the Public Improvement (the hangar) that will exceed \$25,000; and

**WHEREAS**, the tenant of the Hangar has received estimates for the repair and refurbishments to tenant's property and will contract to have professionally prepared plans developed by a licensed architect or engineer; and

**WHEREAS**, Tenant and City seek to enter into a new Lease for Tenant's occupancy of hangar which has provisions for improvements to the property that are in conflict with provisions herein;

**WHEREAS**, the amount of reimbursement agreed upon is Fifty Percent (50%) of the cost of repairs (costs for fencing excluded) not to exceed \$20,000.

**NOW THEREFORE**, for the premises and consideration stated herein, the parties do hereby agree as follows:

### I.

The Tenant hereby agrees refurbish the Public Improvements designated as 10 North B at Grand Prairie Municipal Airport by reconstructing and rehabilitating the office area, restrooms, paint, floors, ceilings, insulation, lighting and other associated repairs and improvements.

### II.

The City hereby agrees to participate in the cost of the repair and refurbishment to the Public Improvement, in accordance with the terms and conditions of this Agreement, with the lease agreement, and all applicable laws, regulations, and ordinances.

III.

The Tenant hereby agrees to obtain or cause the Contractor (or sub-contractors, where applicable) to obtain comprehensive liability insurance (including Workers' Compensation), satisfactory to the City, with the City named as an additional insured, to have insurance coverage due to any damage, injury, or death attributed to the Developer or its Contractor while completing the Project.

IV.

The City agrees to directly participate in the cost of the project in an amount not to exceed \$20,000 (Twenty Thousand Dollars). All cost of the repair and refurbishment to the Public Improvement is dedicated to the refurbishment to the Public Improvement necessary to return the facility to an acceptable condition for occupation by the Tenant. The City's participation will be paid upon submission of "as built" documents, copies of all invoices for materials and labor from the contractor, and submission of an invoice or letter requesting reimbursement not to exceed \$20,000.(Twenty Thousand Dollars).

V.

If work on the repair and refurbishment to the Public Improvement has not been initiated within thirty (30) days of the date this Agreement was executed and the Agreement has not been amended by the City Council to provide for an extension, then this Agreement shall be terminated and the City will have no further obligation under this Agreement. Evidence of work on the repair and refurbishment to the Public Improvement shall be evidenced by the execution of the construction contract and continuous progress of actual construction.

VI.

The City shall review the Tenant's cost estimates in order to deter undue loading of costs, collusion or fraud prior to City Council approval of the City's participation. The City shall never be responsible for any increases in the actual cost of repair and refurbishment to the Public Improvement over its estimated cost, nor shall it ever be liable for any amount above and beyond the agreed payment of the City's share of the repair and refurbishment of the Public Improvement as conditioned herein.

VII.

The Tenant hereby agrees to make available to the City for inspection all of its books and records related to the project and to allow the City access to the project during construction for the purpose of periodic inspection of the construction work.

VII.

The City and the Tenant hereby agree that venue to enforce this Agreement shall be in Dallas County, Texas and that Texas law shall apply in the interpretation of this Agreement.

IX.

Tenant 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 fee, regardless of the outcome of the litigation.

X.

The parties recognize that some of the terms and conditions of this agreement vary from or are in conflict with the terms of the new Lease between Tenant and City, such as the terms of reimbursement and rent reductions for improvements made to the Airport by Tenant. Where there is a conflict between this agreement and the terms of the Lease regarding the rights and obligations of the Lessee and Lessor for improvements to the Airport property, the terms of this Agreement shall apply.

XI.

The parties to this Agreement hereby agree that, should any provision of this Agreement be ruled invalid or illegal by a court of competent jurisdiction, said provision shall be stricken from the Agreement without affecting the validity of the remaining provisions herein.

**EXECUTED** this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

TENANT

CITY OF GRAND PRAIRIE

\_\_\_\_\_  
Uniflight, LLC

\_\_\_\_\_  
City Manager

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Catherine DiMaggio, City Secretary