

STATE OF TEXAS

WISE COUNTY

INTERLOCAL COOPERATION AGREEMENT

This agreement is made by and entered into between Wise County, Texas, a Governmental entity, (hereinafter "County") and the City of Decatur, a Governmental entity, (hereinafter "City") for the use of County land as a part of a City park.

Whereas, the County owns public land, the Wise County Poor Farm, (hereafter "Premises"), that abuts Renshaw Park, (hereafter "Park");

Whereas, the City wishes to expand the Park for betterment of the recreation area and to further public use;

Whereas, both entities have a like mind and desire to use said Premises for a Park and Recreation facility and expansion of the current Park.

Whereas, both parties are political subdivisions of the State of Texas authorized to enter into an Interlocal Cooperative Agreement for Park and Recreation Services pursuant to Chapter 791 of the Texas Government Code;

NOW, THEREFORE, in consideration of the promises covenants and agreements contained herein, the parties hereto mutually agree as follows:

- 1. Use of Premises.** County will allow a portion of the Premises, described in Exhibit "A" for use by the City to expand the Park. The City shall use the Premises for the public purpose as a Park and Recreation facility. City shall have sole responsibility for the maintenance, repair, and security of its equipment, trails, and personal property affixed to the Premises. City shall keep the Premises free of debris, and anything of a dangerous, noxious or offensive nature or which would create a hazard.
- 2. Term and Renewal.** The initial term of this Agreement shall commence on the date indicated below and shall expire after a period of ten (10) years for and in consideration of use of the premises as a public park for all Wise County citizens during that time. The Agreement shall automatically renew for ten (10) successive ten (10) year terms, unless otherwise agreed to in writing by both parties hereto. After the initial and renewal terms, the Agreement may only be renewed for another term by mutual agreement of the parties.

3. **Termination**
 - a. **By Mutual Agreement:** This Agreement may be terminated by mutual agreement of the parties, as evidenced by a written termination agreement.
 - b. **For Nonappropriation of funds:** if any party fails to appropriate funds necessary for performance of the obligations under this Agreement, the other party may terminate this Agreement.
 - c. **By Either party:** This agreement may be terminated at any time, if default is determined (explained below), upon one hundred and twenty (120) day written notice to the other party.
 - d. **Further,** this agreement will likewise terminate upon the happening for any event that renders performance impracticable or impossible, such as severe damage to or destruction of the facility or actions by governmental or judicial entities which create a legal barrier.
4. **Removal.** Upon termination of this Agreement, City shall promptly remove its equipment and restore the Premises to the same condition that existed prior to this Agreement, ordinary wear and tear excepted.
5. **Insurance.** City shall obtain and keep in force general liability insurance in limits not less than the amount required by Texas Law for municipal entities having Park and Recreation access on Public Lands that should also cover the County, during the duration of this agreement.
6. **MUTUAL HOLD HARMLESS.**
 - a. **TO THE EXTENT ALLOWED BY LAW, CITY DOES HEREBY AGREE TO WAIVE ALL CLAIMS AGAINST, RELEASE, AND HOLD HARMLESS COUNTY AND ALL OF ITS OFFICIALS, AGENTS, EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGES, ATTORNEYS' FEES, INCLUDING ALL EXPENSES OF LITIGATION OR SETTLEMENT, OR CAUSES OF ACTION WHICH MAY ARISE BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.**
 - b. **TO THE EXTENT ALLOWED BY LAW, COUNTY DOES HEREBY AGREE TO WAIVE ALL CLAIMS AGAINST, RELEASE, AND HOLD HARMLESS CITY AND ALL OF ITS OFFICIALS, AGENTS, EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGES, ATTORNEYS' FEES, INCLUDING ALL EXPENSES OF LITIGATION OR SETTLEMENT, OR CAUSES OF ACTION WHICH MAY ARISE BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.**

c. **IT IS THE INTENTION OF BOTH PARTIES THAT THIS MUTUAL HOLD HARMLESS CLAUSE SHALL BE INTERPRETED TO MEAN EACH PARTY SHALL BE RESPONSIBLE FOR THE ACTIONS OF EACH PARTY'S OWN EMPLOYEES, OFFICIALS, OFFICERS, AND AGENTS. THE PARTIES HEREBY AGREE THAT THEY HAVE NOT WAIVED THEIR SOVEREIGN AND/OR GOVERNMENTAL IMMUNITY BY ENTERING INTO AND PERFORMING ITS OBLIGATIONS HEREUNDER.**

7. **Defaults.** As it would violate State Law, a "Default" would be incidents that violate the true "public use as a park and recreation area" sense of this Interlocal contract. In the event a default is determined and not cured within ninety (90) days after notice by either party, or for which has not commenced to cure within that period, the parties shall have the right to terminate this Agreement upon notice, mentioned above.

8. **Assignment.** This Agreement and any rights or duties hereunder shall not be assigned by either party without destroying the nature of the Interlocal Agreement and violating TGC 791.

9. **Severability Clause:** The Parties intend for the various provisions of this Agreement to be severable so the invalidity, if any, of one or more sections of this Agreement shall not affect the validity of the remaining provisions of the Agreement.

10. **Counterparts:** This document may be executed in any number of original signature counterparts, each of which shall for all purposes be deemed an original, and all such counterparts shall constitute one and the same document.

11. **Notices:**

To COUNTY: Any Notice permitted or required to be given to the COUNTY hereunder must be in writing and may be given by Certified United States Mail, Return Receipt Requested, postage prepaid, addressed to:

County Judge
P.O. Box 393
Decatur, Texas 76234

To City: Any notice permitted or required to be given to the City hereunder must be in writing and may be given by Certified United States Mail, Return Receipt Requested, postage prepaid, addressed to:

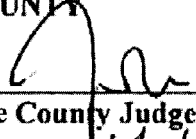
Mayor
201 E. Walnut Street
Decatur, Texas 76234

Any notice permitted or required to be given hereunder shall be deemed to have been given upon deposit of the notice in the United States Mail as aforesaid.


12. **Authority to Contract:** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.
13. **Governing Law/Venue:** This Agreement shall be interpreted in accordance with the laws of the State of Texas and Wise County is the proper venue for any action regarding this contract.
14. **Limitation of Liability:** By entering into this agreement, neither party waives sovereign immunity defenses or any other limitation of liability. No provision of this agreement is intended to modify or waive any provision of the Texas Tort Claims Act as amended. The City agrees to accept full responsibility for the acts, negligence and/or omissions of all City employees, agents, subcontractors and/or contract laborers and for all persons doing work under a contract or agreement with the City. The County agrees to accept full responsibility for the acts, negligence and/or omissions of all County employees, agents, subcontractors and/or contract laborers and for all persons doing work under a contract or agreement with Wise County.
15. **Entire Agreement:** This Agreement represents the entire agreement of the parties and supersedes any verbal or written representations of, to or by the parties to each other.
16. **Amendment:** If the Parties desire to modify this Agreement during or after the initial term, any modifications may be either incorporated herein by a written amendment or set forth in an entirely new written agreement. Any modifications must be properly approved and signed by authorized representatives of the Parties.
17. **Funding Source:** In accordance with the Interlocal Cooperation Act, all amounts due under this agreement are to be paid from current revenues.

DATED to be effective this the 10th day of October, 2022

WISE COUNTY

BY: 
Title: **Wise County Judge**
Date: 10/10/22

CITY OF DECATUR

BY: 
Title: **Mayor**
Date: 10/10/22