

## UNT-PROVIDED/INCOMING INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement ("Agreement") is entered into by and between the University of North Texas, a public higher educational institution of the State of Texas, located at 1155 Union Circle #305250, Denton, Texas 76203-5017 ("University") and the City of Denton, a Texas home-rule municipal corporation herein ("City"). This Agreement is entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code which allows local governments to contract with one or more units of local government to perform governmental functions and services.

In consideration of the mutual covenants set forth herein, the parties agree as follows:

1. **Scope of Work.** University will perform the services set forth in **Exhibit A, Services**, attached hereto and incorporated by reference herein ("Services"). City understands and agrees that, consistent with the University's educational and research mission, the University will have the discretion to involve university students in the performance of the services.
2. **Duties of University.** University will provide to City the deliverables set forth in **Exhibit A**, incorporated by reference herein.
3. **Cost.** As consideration for University's performance of the Services, the City will pay University the costs set forth in Exhibit A, incorporated by reference herein. The parties agree said amount does not exceed cost recovery.
4. **Payment.**
  - 4.1 **Schedule.** The City shall pay University the compensation on the dates or milestones set forth in **Exhibit A**, incorporated by reference herein.
  - 4.2 **Remittance.** Checks are to be made payable to the University of North Texas and sent to the address set forth in **Exhibit A**.
  - 4.3 **Current Revenues.** Pursuant to Chapter 791, the parties acknowledge and agree any payments from the City to the University for services performed under this Agreement must be made from current revenues available to the City.
  - 4.4 **Fair Compensation.** The parties agree the payment amount set forth in Exhibit A constitutes fair compensation for the services to be performed under this Agreement.
  - 4.5 **Availability of Funding.** The University acknowledges and agrees that the awarding or continuation of this Agreement is dependent upon the availability of funding. The City's obligations rely solely on funds being appropriated and available. The absence of appropriated or other lawfully available funds shall render the Agreement null and void to the extent funds are not appropriated or available.
5. **Term of Agreement.** This Agreement will begin and end on the dates set forth in **Exhibit A**.
6. **University Contact.** All inquiries and notices with respect to this Agreement shall be sent to the University contact whose name and related information are set forth in **Exhibit A**.
7. **Duties of City.** The City shall provide to University those items listed in **Exhibit A**, if any, in a timely and secure manner so as to allow University to perform its work. The parties agree to comply with any and all applicable laws, rules, regulations and policies.
8. **Termination.** Either party may terminate the Agreement upon thirty (30) days' written notice. If the City terminates this Agreement, the City will pay University for all costs and any non-cancelable obligations incurred up to the effective date of termination.
9. **Insurance and Liability.** Except as provided in Section 10 below, each party hereto agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the full extent by law. Each party agrees to maintain reasonable coverage for such liabilities either through commercial insurance or a reasonable self-insurance mechanism, and the nature of such insurance coverage or self-insurance mechanism will be reasonably provided to the other party upon request.
10. **Limitation of Liability.** NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR COSTS, INCLUDING, BUT NOT LIMITED TO, ANY LOST PROFITS OR REVENUES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH DAMAGES ARE SOUGHT. THE PARTIES FURTHER UNDERSTAND AND AGREE THAT THE UNIVERSITY IS AN AGENCY OF THE STATE OF TEXAS AND, AS SUCH, IS PROTECTED BY SOVEREIGN IMMUNITY UNDER THE LAWS OF THE STATE OF TEXAS AND ITS CONSTITUTION. THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THE AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY THE CITY OF DENTON OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT THE CITY OF DENTON MAY HAVE BY OPERATION OF LAW..
11. **City's Ownership of Deliverables.** The City will own the deliverables upon payment in full of the cost of the Services. University's rights and interest in any intellectual property, including rights to patents and copyright that may result from Services shall be limited to any laboratory methodologies or techniques developed or used in the performance of the Services and any data from experiments or tests using non-proprietary materials (controls or generic materials or samples).
12. **Use of University's Name.** City will not include the name of University or any of its employees in any advertising, sales promotion or other publicity matter without the University's prior written approval. University does not endorse any product or service. Reports provided by University under this Services Agreement may be published by City. However, the published data or report shall include the following statement: *"This information was provided under a University of North Texas Interlocal Cooperation Agreement and is not intended to endorse or recommend any product or service."* University will not include the name of City or any of its employees in any advertising, sales promotion or other publicity matter without prior written approval of same.
13. **Evaluation of Samples and/or Materials.** University agrees not to evaluate, reverse engineer, analyze, or otherwise attempt to identify City's proprietary samples and/or materials, and not to use such samples and/or materials other than in the performance of the Services, without the express written consent of City. All unused portions of City's samples and/or materials shall be returned to City at the completion of the Services.
14. **Excusable Delay.** In the event of a delay caused by inclement weather, fire, flood, strike, or other labor dispute, acts of God, acts of Government officials or agencies, or any other cause beyond the control of either Party, the impacted Party or Parties performance is excused hereunder for the periods of time attributable to such a delay, which may extend beyond the time lost due to one or more of the causes mentioned above.

- 15. **Non-Interference.** University agrees to make available necessary laboratory facilities, equipment, and support personnel for these services. The scheduling of such services shall be arranged to avoid conflict with the University's educational and research programs. The University shall control the scheduling of such tests and will take reasonable efforts to meet the convenience of the City.
- 16. **Non-Exclusive Nature of Services.** The Services herein are being offered to City on a non-exclusive basis. Nothing herein shall be construed as granting City any exclusive right(s) to the Service(s) referenced herein, and University retains the right to offer and perform similar or identical Services for others.
- 17. **Notice.** Any notice or communication required by this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, or sent by overnight courier service with written verification of receipt, or U.S. Postal Service, Certified Mail, Return Receipt Requested, postage prepaid, confirmed facsimile transmission, or confirmed email. Notices to UNT shall be directed to the University Contact as specified in **Exhibit A**. Notices to City shall be directed to the City Contact as specified in **Exhibit A**.
- 18. **Status of Parties.** This Agreement is not intended to create, nor shall it be construed to be, a joint venture, association, partnership, franchise, or other form of business relationship. Neither party shall have, nor hold itself out as having, any right, power, or authority to assume, create, or incur any expenses, liability, or obligation on behalf of the other party, except as expressly provided herein.
- 19. **Third-Party Beneficiary.** There are no intended third-party beneficiaries to this Agreement
- 20. **Severability.** If any provision of this Agreement is held invalid, illegal or unenforceable in any respect, such provision shall be treated as severable, leaving the remaining provisions unimpaired, provided that such does not materially prejudice either party in their respective rights and obligations contained in the valid terms, covenants, or conditions.
- 21. **Non-Waiver.** The failure of either party to require the performance of any of the terms of this Agreement or the waiver by either party of any default under this Agreement shall not prevent a subsequent enforcement of such term, nor be deemed a waiver of any subsequent breach.
- 22. **Modification of Agreement.** This Agreement shall be changed only by written agreement of the parties.

**Applicable Law.** This Agreement shall be governed by the laws of the State of Texas without regard to its conflict of laws provisions. All issues arising from this Agreement shall be resolved in the courts of Denton County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts.

- 23. **Signatures, Counterparts and Copies.** This Agreement may be executed in counterparts, all of which, when taken together, shall constitute one contract with the same force and effect as if all signatures had been entered on one document. Signatures may be made electronically, and such electronic signatures shall be valid and binding upon the parties making them, and shall serve in all respects as original signatures. Signatures may be delivered among and between the parties by facsimile or electronic means. Thereafter, the parties further agree that electronic copies of this Agreement may be used for any and all purposes for which the original may have been used.
- 24. **Headings and Captions.** Headings and captions in this Agreement are to facilitate reference only, do not form a part of this Agreement, and shall not in any way affect the interpretation hereof.
- 25. **Authority.** Both parties represent that each has the full authority to perform its obligations under this Agreement and that the person executing this Agreement has the authority to bind it.
- 26. **Survival.** Provisions of this Agreement, which by their express terms, or by necessary implication, apply for a period of time other than specified herein, shall be given effect, notwithstanding termination or expiration.
- 27. **Export Control.** No ITAR or export controlled materials shall be delivered to University pursuant to this agreement.
- 28. **Entire Agreement.** This Agreement, including **Exhibit A** which terms and conditions are made a part hereof, sets forth the entire agreement of the parties with respect to the subject matter herein and supersedes any prior agreements, oral and written, and all other communications between the parties with respect to such subject matter. Any terms and conditions contained in the City's purchase order or separate scope of work or similar document shall have no force and effect. Any changes or additions to Sections 1-31, inclusive of this Agreement are invalid, unless approved in written agreement by the parties in accordance with Section 23 herein

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

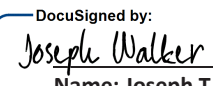
**THE UNIVERSITY OF NORTH TEXAS**

DocuSigned by:  
  
 By: \_\_\_\_\_  
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**Name:** Michael Rondelli  
**Title:** Associate Vice President, Research Commercial Agreements  
**Date:** 3/12/2020

**City of Denton:**

DocuSigned by:  
  
 By: \_\_\_\_\_  
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**Name:** Todd Hileman  
**Title:** City Manager  
**Date:**

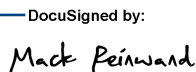
**UNT Faculty/Project Director:** Although not a party to this Agreement, he/she is an employee of the University of North Texas, and, by signing, hereby agrees that he/she has read this Agreement and understands his/her obligations herein.

DocuSigned by:  
  
 By: \_\_\_\_\_  
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**Name:** Joseph T. Walker  
**Title:** Principal Lecturer  
**Date:** 4/15/2020

ATTEST:  
 ROSA RIOS, CITY SECRETARY

DocuSigned by:  
  
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APPROVED AS TO LEGAL FORM:  
 AAROL LEAL, CITY ATTORNEY

DocuSigned by:  
  
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THIS AGREEMENT HAS BEEN BOTH REVIEWED AND APPROVED as to financial and operational obligations and business terms

DocuSigned by:  
  
 Signature  
AC6AE9F7A4264A9...  
 Gary Packan Printed Name  
 Director of Parks and Recreation Title  
 Department (000157)

**EXHIBIT A  
SERVICES**

CITY: **City of Denton**  
 Enter full legal name of the City: **City of Denton** (Denton Parks and Recreation)  
 State of incorporation: **Texas**  
 Principal place of business located at: **215 E. McKinney Street, Denton TX 76201**  
 Attention: **Chris Escoto** (Operations and Billing)  
 Telephone: **940-349-8523**  
 Email: **Chris.Escoto@cityofdenton.com**

1. **SCOPE OF WORK AND PURPOSE:** The Services will be performed as set forth below or in accordance with the UNT-PROVIDED/INCOMING INTERLOCAL COOPERATION SERVICE AGREEMENT attached hereto and incorporated by reference herein. The City may issue a purchase order for each Service, however, any terms and conditions set forth on the purchase order are of no force and effect and only the terms and conditions set forth in this Agreement shall apply to the Services hereunder.

**Dr. Walker will schedule and monitor the delivery of the youth sport practices and youth sport games and tournament in the UNT Physical Education Building and Ken Bahnsen Gymnasium as requested by the City of Denton Athletics Supervisor. Dr. Walker will coordinate the observation of practice structure and delivery, game operations, and in-season and end of season voluntary visitor surveys that are provided by the Denton Parks and Recreation Athletics Supervisor. Dr. Walker will coordinate multiple attendee program interaction outreach efforts. Dr. Walker will combine all assessment and survey data collected into an excel spreadsheet at the end of each of each seasons and for all individual tournaments.**

2. **DUTIES OF THE UNIVERSITY:**

- **Coordination (scheduling, set-up, equipment management) of all practices and games in PEB Gym and Ken Bahnsen Gym**
- **3 unique program interaction outreach efforts (one each season)**
- **Provide a data file of all scheduled general coaching strategies observations**
- **Distribute, collect, and provide a data file of scheduled voluntary visitor program assessment surveys administrations to include customer satisfaction, program operation, economic impact, and program outcomes.**
- **Expected gym use will be for the Bahnsen Gym Monday – Thursdays 5:30 p.m. to 8:30 p.m. and Bahnsen and PEB Gyms as requested for games and tournaments – typically 6 Saturdays and some Sundays 6 am to 9 pm)**
- **Fall seasons will operate last week of August to first weekend of November**
- **Spring Season will operate First week of March to first week of May + May Tournaments on Requested Weekends**
- **Summer Season will operate between last week of May to last week of July**
- **Access to gyms and parking for visitors at the scheduled times**

3. **COST:** Total estimated cost for 1 year is \$ 50,000. Any cost increase or decrease based on program need for more or less time use will be agreed to by both parties and determined prior to the delivery services and invoicing.

City is required to provide proof of \$1,000,000 of program liability insurance that covers all participants and spectators (that are considered participants) to all scheduled events.

4. **PAYMENT**

- 4.1. **SCHEDULE** **\$ No payment is** due upon signing this Agreement.

Up to \$10,000 (depending on scope of program participation) in U.S. dollar amount is due at the end of the 2019 fall season.

Up to \$15,000 (depending on scope of program participation) in U.S. dollar amount is due at the end of the 2020 spring season.

Up to \$20,000 (depending on scope of program participation) in U.S. dollar amount is due at the end of the 2020 summer season.

- 4.1.1. Invoices will be submitted in accordance with the payment schedule. City agrees to reimburse University for the costs billed within thirty (30) days of receipt of invoice.

4.2. **REMITTANCE:** Checks are to be made payable to the **University of North Texas** and sent to:

Glen Nakata  
Assistant Dean for Finance & Administration  
College of Education  
1155 Union Circle #311337  
Denton, TX 76203-5017  
940-565-2949 Office  
940-565-4415 Fax  
[glen.nakata@unt.edu](mailto:glen.nakata@unt.edu)

5. **TERM OF AGREEMENT:** This Agreement will begin in March 1, 2020 and end September 30, 2020.

**The City of Denton has the option to extend this agreement annually in September of each year for a 1 year extension for the following 4 years, with minor modification agreed to by both parties**

6. **DUTIES OF THE CITY:**

City of Denton Parks and Recreation staff members will coordinate with the UNT Kinesiology, Health Promotion, and Recreation (KHPR) Department faculty representative to ensure that necessary City staff are aware of and have received needed safety training specific to the scope of services and facilities that are scheduled for use.

City of Denton staff agrees to provide on-site participant (player and spectator) first aid care to the extent staff deems appropriate and within their capacity. Denton will make reasonable efforts to provide staff needed to meet the expected attendance demand.

7. **UNIVERSITY CONTACT:**

Glen Nakata  
Assistant Dean for Finance & Administration  
College of Education  
1155 Union Circle #311337  
Denton, TX 76203-5017  
940-565-2949 Office  
940-565-4415 Fax  
[glen.nakata@unt.edu](mailto:glen.nakata@unt.edu)

8. **CITY CONTACT:**

Gary Packan, CPRP  
Director of Parks and Recreation  
City of Denton  
Parks and Recreation Department  
601 E Hickory Suite B  
Denton TX 76205  
(940) 349-7460  
Packan, Gary R [Gary.Packan@cityofdenton.com](mailto:Gary.Packan@cityofdenton.com)

Todd Hileman  
City Manager  
City of Denton  
215 E McKinney Street STE 100  
Denton TX 76201  
(940) 349-8307  
[Todd.Hileman@cityofdenton.com](mailto:Todd.Hileman@cityofdenton.com)