

**INTERLOCAL AGREEMENT
BETWEEN PLANO INDEPENDENT SCHOOL DISTRICT AND THE CITY OF PLANO
CONCERNING CADDO PARK RENOVATION & USE**

This Interlocal Agreement (hereinafter referred to as the "Agreement") is entered into pursuant to the provisions of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, by and between the City of Plano, Texas, a Texas home-rule municipality (hereinafter referred to as "Plano"), and the Plano Independent School District, (hereinafter referred to as "the PISD").

WHEREAS, the Interlocal Cooperation Act authorizes local governments to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

WHEREAS, Plano owns and operates Caddo Park at 2701 Roundrock Trail for the benefit of the public (the "Park Property"); and

WHEREAS, PISD owns and operates Davis Elementary School at 2701 Parkhaven Drive (the "PISD Campus"), which neighbors Caddo Park; and

WHEREAS, the Parties wish to adopt a cooperative agreement between Plano and PISD regarding the forthcoming renovation of the Park Property and future joint use of facilities.

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Plano and PISD agree as follows:

ARTICLE I. PARK RENOVATION

During the upcoming renovation of the Park Property Plano and PISD agree to work cooperatively to minimize disturbance to the PISD Campus and provide for the efficient execution of the planned project.

I.1. – Construction Scheduling & Phasing. Plano agrees to limit staging activities for the renovation to the Park Property only, and to the greatest extent possible, to direct construction by its contractors in the areas immediately adjacent to the PISD Campus to occur outside of school hours and events. Plano will regularly inform PISD of planned construction activities and to provide for alternate routes for pedestrians when the Park Property is closed for construction.

I.2. – Use of PISD Campus. PISD agrees to allow Plano use of the PISD Campus fire lanes and parking lot necessary for the delivery and removal of construction equipment and materials to the Park Property during the renovation project. Plano will prohibit use of the PISD Campus property for such activities when the campus school zones are in effect so as to not contribute additional traffic during drop off and pick up times. Use of the PISD property during school hours and events will be coordinated with PISD. Additionally Plano and its contractors shall document conditions of the PISD Campus property prior to its use and shall restore the property to same or better condition upon the completion of construction activities. Plano agrees to follow PISD regulations regarding background checks and other security criteria for individuals working on PISD Campus.

I.3. – Easements on PISD Campus property. Along with the execution of this Agreement, PISD agrees to execute the park easement and temporary right of entry in Exhibits A & B to allow Plano to construct access points compliant with Texas Accessibility Standards (TAS) and incorporate irrigation of the park easement area into the Park Property's irrigation system in the area between the Park Property and parking lot on the PISD Campus. Plano will record the park easement. Plano agrees to maintain improvements and turf within the park easement as part of routine maintenance activities on the Park Property as of the date of execution

of this Agreement. Plano will decommission PISD Irrigation within the park easement during the construction of Plano's project, Caddo Park Renovation.

I.4. – Pittman Creek Boundary on Park Property. At the request of PISD, Plano will include the installation of a boundary fence between the playground and Pittman Creek to provide a visually appealing border marker consistent with other park elements as an alternate item when bidding the park renovation project. This fence is meant to provide a border marker consistent with other park elements to aid PISD staff in supervising students and directing activity away from the creek. For the installation of this fence to proceed, PISD will reimburse Plano the cost associated with this alternate item upon demand after the City instructs its contractor to proceed with the construction of the boundary fence.

ARTICLE II. PARK USE

The Park Property will be available to school and park patrons during park hours including playgrounds and outdoor classrooms. All users of the Park Property must adhere to park rules and regulations. Exclusive use of areas within the park by PISD or other users is available only through scheduled reservations approved by Plano Parks & Recreation. Plano shall have sole responsibility for maintaining improvements on Park Property.

ARTICLE III. PARKING

Parking on the PISD Campus by Park Property users may be limited or withheld by PISD during school hours and events.

ARTICLE IV. COOPERATION

Plano and PISD agree to work cooperatively to address issues arising from the use of the Park Property that is not specifically controlled by this Agreement. Both parties pledge to coordinate their activities within the park to minimize any disturbance to the activities of the other party as is reasonably practical.

ARTICLE V. EMPLOYEES

It is understood between the Parties that under no circumstances is any employee of PISD considered to be an agent or employee of Plano, nor any employee of Plano considered to be an agent or employee of PISD.

It is understood between the Parties that because employees of PISD are not agents or employees of Plano they are not eligible for Workers Compensation benefits through Plano. It is also understood between the Parties that because employees of Plano are not agents or employees of PISD, they are not eligible for Workers Compensation benefits through PISD.

ARTICLE VI. CURRENT REVENUE

Plano and PISD agree that the party paying for the performance of governmental functions or services shall make those payments only from current revenues legally available to the paying party.

ARTICLE VII. LIABILITY

Plano shall not be liable on account of injury, sickness, disease, exposure to disease, or death of any employee or student of PISD under the terms of this Agreement.

PISD, to the extent authorized by the constitution and laws of the State of Texas without waiving any rights or protections provided therein, agrees to be responsible for its own acts of negligence and Plano, to the extent allowed by law and without waiving any rights or protections provided therein, agrees to be responsible for its own acts of negligence which may arise in connection with any and all claims for damages, cost, and expenses to person or persons and property that may arise out of or be occasioned by this Agreement for any of its activities or from any act or omission of any employee or invitee of Plano.

In the event of joint and concurrent negligence, PISD and Plano agree that responsibility shall be apportioned comparatively. This obligation shall be construed for the benefit of the Parties hereto, and not for the benefit of any third parties, nor to create liability for the benefit of any third parties, nor to deprive the Parties hereto of any defenses each may have as against third parties under the laws and court decisions of the State of Texas.

Each party hereby agrees to have their respective insurance companies that issue property damage insurance waive any rights of subrogation that those companies may have against the parties. Each party shall ensure their respective property insurance policies contain an express waiver of any right of subrogation by the insurance company against the other party. As long as such waivers of subrogation are contained in their respective insurance policies, each party hereby waives any right they may have against the other on account for any loss or damage to their respective property, to the extent that loss or damage is insurable under insurance policies for fire, all risk coverage, theft, public liability, or other similar insurance.

ARTICLE VIII.

VENUE. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. The parties agree that this Agreement is performable in Collin County, Texas, and that exclusive venue shall lie in Collin County, Texas.

ARTICLE IX.

SEVERABILITY. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

ARTICLE X.

ENTIRE AGREEMENT. This Agreement embodies the entire agreement between the parties and may only be modified in writing executed by both parties.

ARTICLE XI.

SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. Neither party will assign or transfer an interest in this Agreement without the written consent of the other party.

ARTICLE XII.

IMMUNITY. It is expressly understood and agreed that, in the execution of this Agreement, neither party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be

available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

ARTICLE XIII.

TERM. This Agreement shall be effective upon execution by both parties, and, except for Articles I and III, shall continue in effect for five years from the effective date, with automatic successive renewals for additional five years terms until either party provides notice of termination at least 180 days before the renewal date. Article I shall terminate upon acceptance of the Park Property renovation by Plano.

APPROVED AS TO FORM:

By: *Chris Zillmer*
Name: Chris Zillmer
Title: PISD Attorney
Date: 5-6-2022

PLANO INDEPENDENT SCHOOL DISTRICT

By: *Sara M. Bonser*
Name: Sara Bonser
Title: Superintendent
Date: 5-5-22

Executed on this _____ date of _____, 2022, by the Plano Independent School District, pursuant to School Board Resolution No. _____

ATTEST:

By: *Lisa Henderson*
Name: Lisa Henderson
Title: City Secretary
Date: 5/10/2022

CITY OF PLANO, TEXAS

By: *Mark Israelson*
Name: Mark Israelson
Title: City Manager
Date: 05/10/2022

APPROVED AS TO FORM:

By: *Michelle D'Andrea*
for Name: Paige Mims
Title: City Attorney
Date: May 10, 2022

Exhibit 'A' – Linear Park Easement

Exhibit 'A' – Linear Park Easement

LINEAR PARK EASEMENT

**STATE OF TEXAS §
 §
COUNTY OF COLLIN §**

THAT, PLANO INDEPENDENT SCHOOL DISTRICT, an independent school district of Collin County, Texas, whether one or more, hereinafter called "Grantor," for and in consideration of the sum of **TEN DOLLARS (\$10.00)** to Grantor in hand paid by the **CITY OF PLANO, TEXAS**, a Texas home-rule municipal corporation, hereinafter called "Grantee," the receipt and sufficiency of which is hereby acknowledged, does GIVE, GRANT, and CONVEY to the City of Plano, an exclusive easement and right ("Easement") to construct, reconstruct, and perpetually maintain public linear park facilities and amenities including passive recreation elements (the "Facilities"), together with all incidental improvement in, upon, and across certain real property located in the City of Plano, Collin County, Texas, as more particularly described in Exhibit "A", which is attached hereto and made a part hereof by reference as if fully set forth herein (the "Easement Property").

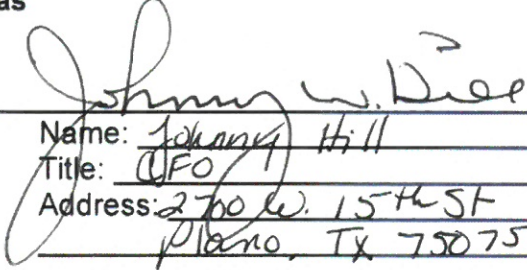
TO HAVE AND TO HOLD the same perpetually unto the Grantee, its successors and assigns, together with the right and privilege at all times to enter the Easement Property, or any part thereof, and with the right of access across Grantor's adjacent property for ingress and egress to the Easement Property for the purpose of constructing, reconstructing, using and maintaining the Facilities, and all incidental improvements and for making connections therewith. The

Grantee, its successors and assigns shall have the right to construct, reconstruct, use and perpetually maintain additional Facilities at all times in the future, within the Easement Property.

SIGNED this 6th day of May, 2022

PLANO INDEPENDENT SCHOOL DISTRICT, an independent school district of Collin County, Texas

By:


Name: Johnny Hill

Title: UFO

Address: 2700 W. 15th ST

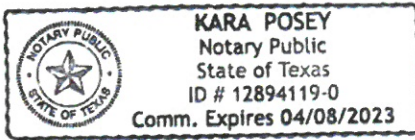
Plano, TX 75075

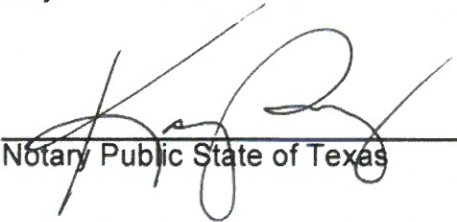
STATE OF TEXAS

COUNTY OF COLLIN

§§§§§

This instrument was acknowledged before me on the 6th day of May 2022 by Johnny Hill, (Name) CFO (Title) of **PLANO INDEPENDENT SCHOOL DISTRICT**, an independent school district of Collin County, Texas, on behalf of said entity.





Notary Public State of Texas

After Recording Return to:
City Attorney's Office
City of Plano, Texas
P. O. Box 860358
Plano, Texas 75086-0358

METES AND BOUNDS

BEING a 0.1129 acre tract of land situated in the M.C. & S. Owens Survey, Abstract Number 672, Collin County, Texas, in the City of Plano, being a portion of Lot 1R, Block A, Davis Elementary School, an addition to the City of Plano according to the plat recorded in Document Number 20070706010002250, Plat Records of Collin County, Texas, said 0.1129 acre tract of land being more particularly described as follows;

BEGINNING at a found 3/8-inch iron rod in the east right-of-way line of Pinehurst Drive (60 foot wide) being the northwest corner of said Lot 1R, Block A, Davis Elementary School;

THENCE North 89 degrees 32 minutes 50 seconds East, departing the east right-of-way line of Pinehurst Drive and along the north line of said Lot 1R, Block A, Davis Elementary School, a distance of 455.48 feet to a point for corner;

THENCE South 56 degrees 32 minutes 38 seconds West, crossing said Lot 1R, Block A, Davis Elementary School, a distance of 24.40 feet to a point on the north line of an existing 24 foot wide Fire Lane and Utility Easement, recorded in Document Number 20070706010002250, Plat Records of Collin County, and being on a circular curve to the left, having a radius of 54.00 feet and whose chord bears North 82 degrees 04 minutes 23 seconds West, a chord distance of 15.74 feet;

THENCE Northwesterly, continuing across said Lot 1R, Block A, Davis Elementary School, along the north line of said existing 24 foot wide Fire Lane and Utility Easement and said circular curve to the left, through a central angle of 16 degrees 45 minutes 36 seconds, a distance of 15.80 feet to a point at the end of said curve;

THENCE South 89 degrees 32 minutes 50 seconds West, continuing across said Lot 1R, Block A, Davis Elementary School and along the north line of said existing 24 foot wide Fire Lane and Utility Easement, a distance of 417.46 feet to a point in the east right-of-way line of Pinehurst Drive and being in a circular curve to the left, having a radius of 485.00 feet and whose chord bears North 10 degrees 39 minutes 53 seconds West, a chord distance of 11.17 feet;

THENCE Northwesterly, along the right-of-way line of Pinehurst Drive and along said circular curve, through a central angle of 01 degree 19 minutes 12 seconds, a distance of 11.17 feet to the POINT OF BEGINNING and CONTAINING a computed area of 0.1129 acres or 4,920 square feet of land.

EXHIBIT 'A'

B006260.002

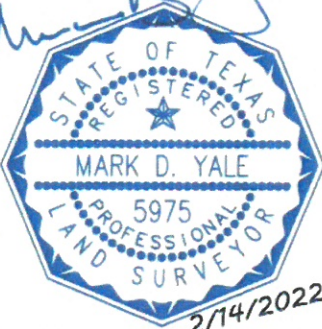
PAGE 1 OF 2

A plat of even date accompanies this metes and bounds description.

FEBRUARY 14, 2022

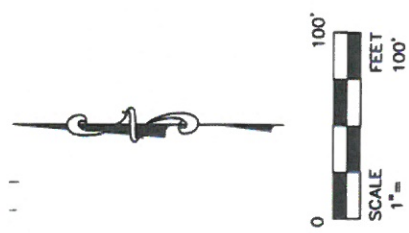
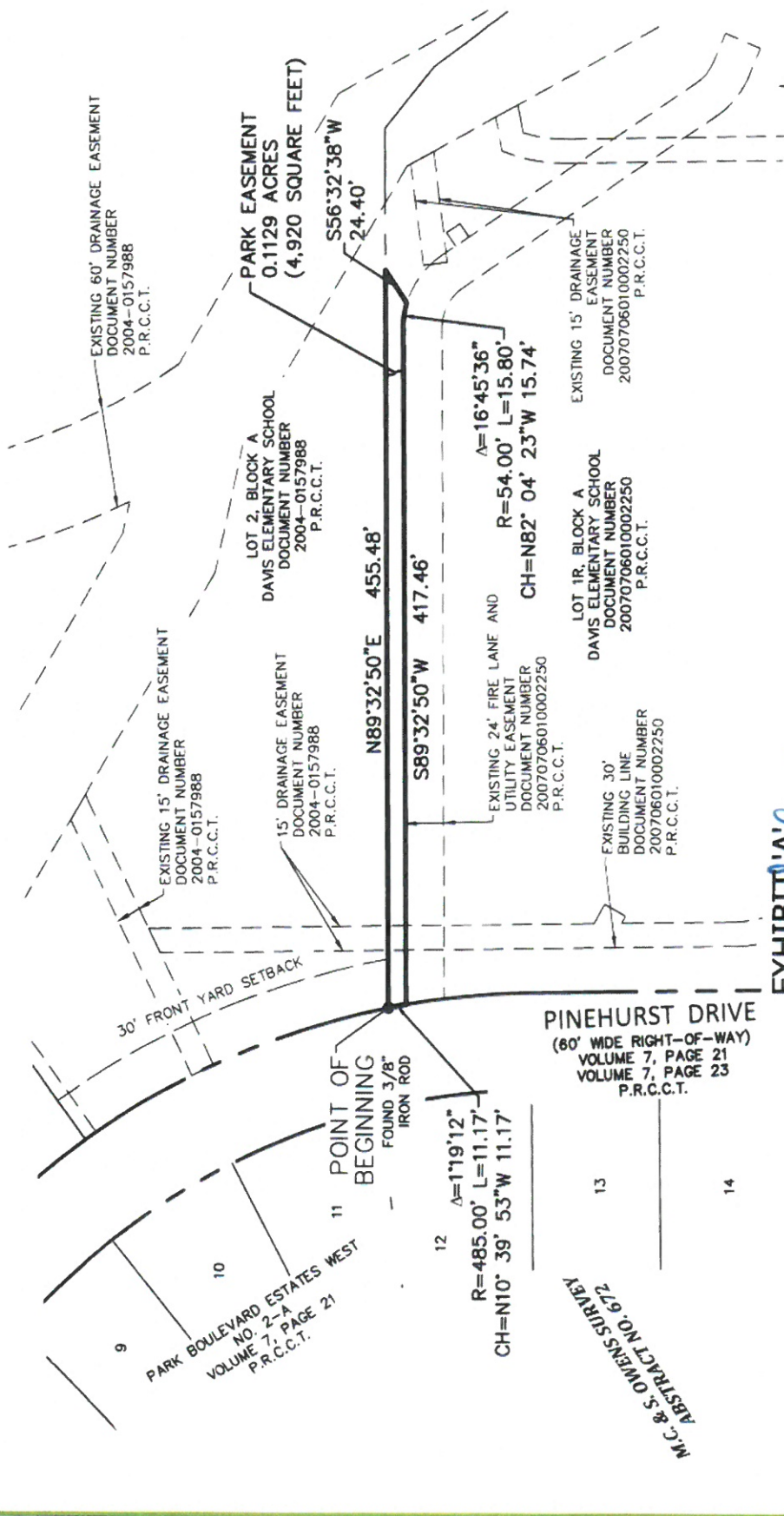


DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
TEXAS REGISTERED SURVEYING FIRM NO. 10098100



STATE OF TEXAS
REGISTERED
MARK D. YALE
5975
PROFESSIONAL
LAND SURVEYOR
2/14/2022

PARK EASEMENT
0.1129 ACRES or
4,920 SQUARE FEET
CITY OF PLANO
COLLIN COUNTY, TEXAS



PAGE 2 OF 2

PARK EASEMENT
 0.1129 ACRES or
 4,920 SQUARE FEET
 CITY OF PLANO
 COLLIN COUNTY, TEXAS

EXHIBIT 'A'



A metes and bounds description of even date accompanies this plat.

FEBRUARY 14, 2022

DUNAWAY
 550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
 Tel: 817.335.1121
 TEXAS REGISTERED SURVEYING FIRM NO. 10098100

B006260.002

M.C. & OWENS SURVEY
 ABSTRACT NO. 672

11 POINT OF BEGINNING
 FOUND 3/8" IRON ROD
 $\Delta=1^{\circ}19'12''$
 $R=485.00'$ $L=11.17'$
 $CH=N10^{\circ}39'53''W$ $11.17'$

13

14

9 PARK BOULEVARD ESTATES WEST
 NO. 2-A
 VOLUME 7, PAGE 21
 P.R.C.C.T.

EXISTING 15' DRAINAGE EASEMENT
 DOCUMENT NUMBER
 2004-0157988
 P.R.C.C.T.

15' DRAINAGE EASEMENT
 DOCUMENT NUMBER
 2004-0157988
 P.R.C.C.T.

EXISTING 24' FIRE LANE AND
 UTILITY EASEMENT
 DOCUMENT NUMBER
 20070706010002250
 P.R.C.C.T.

EXISTING 30'
 BUILDING LINE
 DOCUMENT NUMBER
 200706010002250
 P.R.C.C.T.

LOT 1R, BLOCK A
 DAVIS ELEMENTARY SCHOOL
 DOCUMENT NUMBER
 20070706010002250
 P.R.C.C.T.

EXISTING 15' DRAINAGE
 EASEMENT
 DOCUMENT NUMBER
 20070706010002250
 P.R.C.C.T.

PARK EASEMENT
 0.1129 ACRES
 (4,920 SQUARE FEET)

EXISTING 60' DRAINAGE EASEMENT
 DOCUMENT NUMBER
 2004-0157988
 P.R.C.C.T.

Exhibit 'B' – Right of Entry

Exhibit 'B' – Right of Entry

RIGHT OF ENTRY
FOR LOADING AND UNLOADING MATERIALS

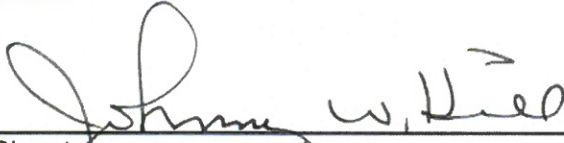
TO: CITY OF PLANO – PARKS & RECREATION DEPT.
ATTN: JEREMY GREENHAW
PROJECT MANAGER
P.O. BOX 860358
PLANO, TEXAS 75086-0358

DATE: 5/6/2022

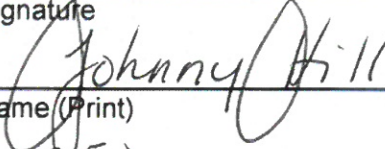
I am authorized to act by **PLANO INDEPENDENT SCHOOL DISTRICT**, an independent school district of Collin County, Texas, which owns real property ("School District Property") located in the City of Plano, Texas, at 2701 Parkhaven Drive, Plano, TX 75075. I have been informed by the City that their contractor needs to enter School District Property at the location above to perform the following work: loading and unloading materials on School District Property necessary as part of the Caddo Park Renovation project #7220.

In consideration of the benefits to School District Property as a result of the Project, I hereby give to the City, its employees, agents, and contractors, permission to enter on School District Property to perform the work.

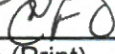
PLANO INDEPENDENT SCHOOL DISTRICT, an independent school district of Collin County, Texas



Signature



Name (Print)



Title (Print)

469-752-8113

Phone Number

