



City of Hutto

Agenda

**Parks Advisory Board Meeting
Wednesday, December 9, 2020 at 6:30 PM
City Council Chambers**

In accordance with the Texas Open Meetings Act this meeting agenda is posted for public information, continuously, for at least 72 hours prior to the scheduled time of the meeting on the bulletin board located on the exterior wall of the City Hall building at 500 West Live Oak, Hutto, Texas. This meeting agenda is also accessible via the Internet at www.huttotx.gov

Page

1. CALL MEETING TO ORDER

2. ROLL CALL

3. PUBLIC COMMENT

Dial in numbers

Toll: 1-512-717-4201

Toll Free: 1-800-717-4201

Conference ID:

242-3288

Once you are in the conference call press *5 to signal that you are requesting to speak during public comment.

Any citizen wishing to speak during public comment may do so after completing the required registration form. The purpose of this item is to allow the residents of Hutto and other interested persons an opportunity to address the Parks Advisory Board on agenda issues and on non-agenda issues (i.e., City policy or legislative issues). Non-agenda issues regarding daily operational or administrative matters should be first dealt with at the administrative level by calling City Hall at (512) 759-4839 during business hours. Each person providing public comment will be limited to 3 minutes.

[Note: The Texas Open Meetings Act, Texas Government Code, Chapter 551, prohibits the City Council from fully discussing, debating, or considering subjects for which public notice has not been given on the agenda. Issues that cannot be referred to the City Staff for action may be placed on the agenda of a future City Council Session.]

4. AGENDA ITEMS

- 4.1. Consideration and possible action on the meeting minutes from the regular scheduled Parks Advisory Board Meeting held on November 18 , 2020. 3 - 6

[Agenda Item Report - AIR-20-432 - Pdf](#)

- 4.2. Consideration and possible action on the Interlocal Agreement with HISD. 7 - 21

[Agenda Item Report - AIR-20-431 - Pdf](#)

[INTERLOCAL AGREEMENT HISD - 2020](#)

- 4.3. Presentation of HYBSA Annual Financial Report

4.4. General discussion and updates on Parks and Recreation bond projects.

4.5. General discussion and updates on Parks and Recreation events.

5. OTHER BUSINESS

6. ADJOURNMENT

7. CERTIFICATION

I certify that this notice of the December 9, 2020 Parks Advisory Board meeting was posted on the City of Hutto website and the City Hall bulletin board of the City of Hutto on December 4, 2020 at 12:00 P.M.




Angel Kavanaugh, Management Assistant

The City of Hutto is committed to comply with the Americans Disability Act. The Hutto City Council Chamber is wheelchair accessible. Request for reasonable special accommodations must be made 48 hours prior to the meeting. Please email the City Secretary's office at City.Secretary@huttox.gov or call (512) 759-4033 for assistance.

Parks Advisory Board

AGENDA ITEM REPORT



To:

Subject: Consideration and possible action on the meeting minutes from the regular scheduled Parks Advisory Board Meeting held on November 18 , 2020.

Meeting: Parks Advisory Board - 09 Dec 2020

Department: Parks and Recreation

Staff Contact: Tony Host

ATTACHMENTS:

[Parks Advisory Board - 18 Nov 2020](#)



MINUTES

Parks Advisory Board Meeting

6:30 PM - Wednesday, November 18, 2020

City Council Chambers

The Parks Advisory Board of the City of Hutto was called to order on Wednesday, November 18, 2020, at 6:30 PM, in the City Council Chambers, with the following members present:

PRESENT: Parks Advisory Board Chair Perry Savard, Parks Advisory Board Vice Chair Katie Weiss, Parks Advisory Board Member Rose McMillin, Parks Advisory Board Member Wendell Teltow, Board Member David Meyer, and Parks Advisory Board Member Kevin Grimm

EXCUSED:

1 CALL MEETING TO ORDER

Chair Perry Savard called meeting to order at 6:32 PM.

2 ROLL CALL

Members of the City of Hutto staff present / on call were: Tony Host, Executive Director Community Service and Construction, Sydawnie Douglass, Recreation Manager Parks and Recreation and Angel Kavanaugh, Management Assistant. Member of City Council present was Patti Martinez.

3 PUBLIC COMMENT

No Public Comment

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Conference ID:

242-3288

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providing public comment will be limited to 3 minutes.

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4 AGENDA ITEMS

- a) Consideration and possible action on the meeting minutes from the regular scheduled Parks Advisory Board Meeting held on October 14 , 2020.

A motion to accept the meeting minutes from the regular scheduled Parks Advisory Board Meeting held on October 14 , 2020. was made by Board Member Kevin Grimm, Seconded by Vice Chair Katie Weiss. Motion Passed 6Ayes to 0 Nays.

- b) General discussion and updates on Parks and Recreation bond projects.

Tony Host advised Board Members that the Parks and Recreation Bond Projects were now at a stand still, there will be no further spending of Bond funds until further notice. Mager Field is completed with the exception of the materials needed for the Concession stand.

- c) General discussion on Parks Advisory Annual Report - Scheduled for the December 3, 2020 Council Meeting

Advised Chair Perry Savard that December 3 City Council meeting is when the Parks Advisory Board will present the Annual Report. This should be a quick presentation and Chair will be available for any questions.

- d) General discussion and updates on Parks and Recreation events.

Sydawnie Douglass let Board Members know that Shop Small and the lighting of the Christmas Tree will be the only events in the works at this time due to the Pandemic. This will be held November. 28, 2020 from 3-8. The Trick or Treat (Halloween) event at City Hall went amazing, participation from Hutto citizens was abundant and everyone has nothing but positives to share... Kudos Sydawnie!

5 OTHER BUSINESS

Tony Host spoke to Board Members on the November 19th 5:00 pm HYBSA meeting . They will be discussing 2021 Contract and hashing out details of said contract. Board Members also welcomed David Meyer Jr. to the Parks Advisory Board and Parks Foundation.

6 ADJOURNMENT

Having no further business Chair Perry Savard adjourned meeting at 6:46 PM.

7

CERTIFICATION

I certify that this notice of the **November 18, 2020** Parks Advisory Board meeting was posted on the City of Hutto website and the City Hall bulletin board of the City of Hutto on November 13, 2020 at **3:00 P.M.**




Angel Kavanaugh, Management Assistant

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Chair

Parks Advisory Board

AGENDA ITEM REPORT



To:

Subject: Consideration and possible action on the Interlocal Agreement with HISD.

Meeting: Parks Advisory Board - 09 Dec 2020

Department: Parks and Recreation

Staff Contact: Tony Host

BACKGROUND INFORMATION:

Putting this on the agenda for review by the board. We will be open to suggestions from the Parks advisory board. Has already been reviewed and approved by HISD.

ATTACHMENTS:

[INTERLOCAL AGREEMENT HISD - 2020](#)

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF HUTTO, TEXAS AND
THE HUTTO INDEPENDENT SCHOOL DISTRICT
FOR RECREATIONAL PROGRAMS AND USE OF FACILITIES**

RECITALS

This Interlocal Agreement (the “**Agreement**”), effective this ____ day of _____, 2020 (“**Effective Date**”) is made and entered into by and between the CITY OF HUTTO, TEXAS (the “**City**”), a home rule municipal corporation of the State of Texas, and the HUTTO INDEPENDENT SCHOOL DISTRICT (the “**HISD**”), and a political subdivision of the State of Texas. The City and HISD are herein referred to as “**Party**” individually, or jointly, the “**Parties**”.

WHEREAS, Texas Government Code, Chapter 791, Texas Interlocal Cooperation Act, Sections 791.003(3)(E) and 791.011 allow local governments to contract with one another to perform governmental functions and services, including for parks and recreation; and

WHEREAS, the HISD is an independent political subdivision of the State of Texas charged with the public education of children in its boundaries, which has its own funding source and elected governing body separate from the City; and

WHEREAS, the Parties desire to contract with each other for recreational programs, relevant meetings, or community events and use of certain HISD facilities by the City and certain City facilities by HISD; and

WHEREAS, entry into this Agreement would be mutually beneficial and not detrimental to the Parties;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. RECITALS

The Parties hereby adopt the recitals as true and correct and incorporate them herein.

2. AUTHORITY

This Agreement is entered into between the Parties pursuant to the authority contained in Texas Government Code, Chapter 791, Texas Interlocal Cooperation Act (the “**Act**”). The provisions of Chapter 791 of the Government Code are incorporated into this Agreement and this Agreement shall be interpreted in accordance with the Act.

3. PURPOSE

The purpose of this Agreement is to provide for the use by the City of certain facilities owned by HISD and use by HISD of certain facilities owned by the City for Parks and Recreation programs.

4. TERM

- 4.1 The term of this Agreement shall be in effect for an initial term of one (1) year, starting January 1, 2021 through December 31, 2021, after which it will automatically renew for up to two (2) additional one-year periods unless: (a) a Party provides the other Party with written notice of the intention not to renew the Agreement thirty (30) days prior to end of the then-current year term; or (b) terminated as provided below.
- 4.2 Termination. Either Party may terminate this Agreement at any time upon having provided the other Party with written notice thirty (30) days prior to the termination date.

5. OBLIGATIONS OF HISD

- 5.1 HISD shall pay the following fees for the use of specific city owned facilities;
- | | | |
|--------|---|----------------|
| 5.1.1 | Fritz Park Pavilion | \$ No Fee |
| 5.1.2 | Hutto Lake Park Pavilion | \$ No Fee |
| 5.1.3 | Hutto Community Park Pavilion | \$ No Fee |
| 5.1.4 | Glenwood Splash Pad | \$ No Fee |
| 5.1.5 | Holmstrom Field | \$ No Fee |
| 5.1.6 | Nguyen Football Field | \$ No Fee |
| 5.1.7 | Mager Baseball/Softball Fields | \$ No Fee |
| 5.1.8 | Baseball/Athletic Fields | \$ No Fee |
| 5.1.9 | Staff | \$ 25 per hour |
| 5.1.10 | All security deposit fees waived for HISD | |
- 5.2 The City shall provide access and use of facilities listed in 5.1.1 through 5.1.8 for use by HISD for related sporting events, staff retreats, and special programs. Additionally, HISD agrees to abide by the general guidelines of use of the facilities. HISD agrees to pay the \$25 per hour rate for set-up and all related personnel costs for use of these facilities during HISD usage.

6. OBLIGATIONS OF THE CITY

- 6.1 The City shall pay the following fees for the use of specific HISD owned facilities for recreation programs:
- | | | |
|-------|---|----------------------------------|
| 6.1.1 | Elementary School Gyms | \$ No Fee |
| 6.1.2 | Middle School Gyms | \$ No Fee |
| 6.1.3 | Elementary Campus (Camps & Events) | \$ No Fee |
| 6.1.4 | Middle School Track | \$ No Fee |
| 6.1.5 | High School Track | \$ No Fee |
| 6.1.6 | Parking Lots (Special Events) | \$ No Fee |
| 6.1.7 | Bus Transportation | \$ 25 per hour + \$1.70 per mile |
| 6.1.8 | Staff | \$ 25 per hour |
| 6.1.9 | All security deposits will be waived for the City | |
- 6.2 Camps will include access to the gym and cafeteria during the following:
- 6.2.1 Spring Break Camp – 1 campus during spring break week.

- 6.2.2 Thanksgiving Camp – 1 campus the Monday, Tuesday, and Wednesday prior to Thanksgiving.
- 6.2.3 Winter Break Camp – 1 campus during the two-week school break. Camp will not meet on City Holidays.
- 6.2.4 Summer Camp – 2 campuses from June through mid-August.

6.3 HISD shall provide access and use of facilities listed in 6.1.1 through 6.1.5 for use by City for related sporting events, camps, and special programs. Additionally, the City agrees to abide by the general guidelines of use of the facilities. The City agrees to pay the \$25 per hour rate for set-up and all personnel costs for use of these facilities during City usage.

6.4 The City will reserve events through the district's facility reservation process in advance of advertising the events or using the facilities. Use of facilities will be scheduled for a specific start and end time. Variation of these scheduled times shall be requested in advance of the event. As facilities become available, consideration will be given for additional facility use based on program growth.

7. LIABILITY

7.1 The Parties expressly agree that nothing in this Agreement adds to or changes the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Civil Practice and Remedies Code, or other law.

7.2 The Parties expressly agree that, in the execution of this Agreement, neither Party waives, nor shall be deemed to hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its powers or functions or pursuant to the Texas Tort Claims Act or other applicable statutes, laws, rules, or regulations.

8. NOTICE

All notices, demands and requests, including invoices which may be given or which are required to be given by either Party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective when: (i) personally delivered to the intended recipient; (ii) three (3) days after being sent, by certified or registered mail, returned receipt requested, addressed to the intended recipient at the address specified below; (iii) delivered in person to the address set forth below for the Party to whom the notice was given; (iv) deposited into the custody of a recognized overnight delivery service and addressed to such Party at the address specified below; or (v) sent by facsimile, telegram or telex, provided that receipt for such facsimile, telegram or telex is verified by the sender and followed by a notice sent in accordance with one of the other provision set forth above. For purposes of this section, the addresses of the Parties for all notices are as follows (unless changed by similar notices in writing given by the particular person whose address is to be changed):

City of Hutto

Attention: Warren Hutmacher
City Manager
Attention: Tony Host
Executive Director of Community Services
500 West Live Oak Street

Hutto, Texas 78634

With a copy to:

Attention: City Secretary's Office
City Secretary
500 West Live Oak Street
Hutto, Texas 78634

Hutto Independent School District

Attention: Dr. Celina Estrada Thomas
Superintendent
Attention: Henry Gideon
Assistant Superintendent of Operations
200 College Street
Hutto, Texas 78634

9. BREACH

Failure to perform any obligations under this Agreement constitutes a breach unless expressly excepted herein.

10. DISPUTE RESOLUTION

10.1 If a dispute arises under this Agreement, the Parties agree to first try to resolve the dispute by referring same to the senior management of the City and HISD. Any disputes regarding this Agreement that cannot be resolved among the Parties shall go through the arbitration and mediation process.

10.2 Any dispute, controversy or claim arising out of or relating in any way to the Agreement or the relationship including without limitation any dispute concerning the construction, validity, interpretation, enforceability or breach of the Agreement, shall be exclusively resolved by binding arbitration upon a Party's submission of the dispute to arbitration. In the event of a dispute, controversy or claim arising out of the or relating in any way to the Agreement or the relationship, the complaining Party shall notify the other Party in writing thereof. Within thirty (30) days of such notice, management level representatives of both Parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within thirty (30) days after such notice, the complaining Party shall seek remedies exclusively through arbitration. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after two (2) years from when the aggrieved party know or should have known of the controversy, claim, dispute or breach.

10.3 This agreement to arbitrate shall be specifically enforceable. A Party may apply to any court with jurisdiction for interim or conservatory relief, including without limitation a proceeding to compel arbitration. The arbitration shall be conducted in Williamson County, Texas. The laws of the State of

Texas shall be applied in any arbitration proceedings, without regard to principles of conflict of laws. It is the intent of the parties that, barring extraordinary circumstances, arbitration proceedings will be concluded within one hundred and twenty (120) days from the date the arbitrator(s) are appointed. The arbitrator(s) may extend this time limit in the interest of justice. Failure to adhere to this time limit shall not constitute a basis for challenging the award.

10.4 The cost of the arbitration proceeding and any proceeding in court to confirm or to vacate any arbitration award, as applicable (including, without limitation, reasonable attorneys' fees and costs), shall be borne by the unsuccessful Party, as determined by the arbitrators, and shall be awarded as part of the arbitrator's award. It is specifically understood and agreed that any Party may enforce any award rendered pursuant to the arbitration provisions of this Section by bringing suit in any court of competent jurisdiction. The Parties agree that the arbitrator shall have authority to grant injunctive or other forms of equitable relief to any Party. This Section shall survive the termination or cancellation of this Agreement.

11. MISCELLANEOUS PROVISIONS

11.1 No Third-Party Beneficiaries. No term or provision of this Agreement is intended to, or shall, create any rights in any person, firm, corporation, or other entity not a party hereto, and no such person or entity shall have any cause of action hereunder.

11.2 No Other Relationship. No term or provision in this Agreement is intended to create a partnership, joint venture, or agency arrangement between and of the Parties.

11.3 Current Revenues. Pursuant to Section 791.011(d)(3) of the Texas Government Code, each Party performing services or furnishing aid pursuant to this Agreement shall do so with funds available from current revenues of the Party. No Party shall have any liability for the failure to expend funds to provide aid hereunder.

11.4 Amendment. Amendment of this Agreement may only be by mutual written consent of the Parties.

11.5 Governing Law and Venue. The Parties agree that this Agreement and all disputes arising thereunder shall be governed by the laws of the State of Texas, and that exclusive venue for any action arising under this Agreement shall be in Williamson County, Texas.

11.6 Force Majeure. Notwithstanding any other provisions of this Agreement to the contrary, no failure, delay or default in performance of any obligation hereunder shall constitute an event of default or a breach of this Agreement if such failure to perform, delay or default arises out of causes beyond the control and without the fault or negligence of the Party otherwise chargeable with failure, delay or default; including but not limited to acts of God, acts of public enemy, civil war, insurrection, riots, fires, floods, explosion, theft, earthquakes, natural disasters or other casualties, strikes or other labor troubles, which in any way restrict the performance under the Agreement by the Parties.

11.7 Entire Agreement. This Agreement constitutes the entire agreement of the Parties regarding the subject matter contained herein. The Parties may not modify or amend this Agreement, except by written agreement approved by the governing bodies of each Party and duly executed by both Parties, or their authorized representative.

11.8 Approval. This Agreement has been duly and properly approved by each Party's governing body and constitutes a binding obligation on each Party.

11.9 Assignment. Except as otherwise provided in this Agreement, a Party may not assign this Agreement or subcontracted the performance of services without first obtaining the written consent of the other Party.

11.10 Non-Appropriation and Fiscal Funding. The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation, and such obligations may be terminated at the end of a Party's fiscal year if the governing body of such Party does not appropriate sufficient funds to continue the services provided under this Agreement.

11.11 Non-Waiver. A Party's failure or delay to exercise a right or remedy does not constitute a waiver of the right or remedy. An exercise of a right or remedy under this Agreement does not preclude the exercise of another right or remedy. Rights and remedies under this Agreement are cumulative and are not exclusive of other rights or remedies provided by law.

11.12 Paragraph Headings. The various paragraph headings are inserted for convenience of reference only, and shall not affect the meaning or interpretation of this Agreement of any section thereof.

11.13 Severability. The Parties agree that in the event any provision of this Agreement is declared invalid by a court of competent jurisdiction that part of the Agreement is severable and the decree shall not affect the remainder of the Agreement. The remainder of the Agreement shall be and continue in full force and effect.

11.14 Open Meetings Act. The Parties hereby represent and affirm that this Agreement was adopted in an open meeting held in compliance with the Texas Open Meetings Act (Tex. Gov. Code, Ch. 551), as amended.

11.15 Counterparts. This Agreement may be executed in multiple counterparts which, when taken together, shall be considered as one original.

11.16 Effective Date. This Agreement is made to be effective on the latest date accompanying the signatures below.

IN WITNESS WHEREOF, each Party hereto has signed this Agreement or caused this Agreement to be signed in its corporate name by its officer thereunto duly authorized, all as of the date first above written.

[Signatures on the following page]

CITY OF HUTTO

By: _____

Print: _____

Title: _____

HUTTO INDEPENDENT SCHOOL DISTRICT

By: _____

Print: _____

Title: _____

APPROVED AS TO FORM

By: _____

Attorney for the City of Hutto

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF HUTTO, TEXAS AND
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7. LIABILITY

7.1 The Parties expressly agree that nothing in this Agreement adds to or changes the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Civil Practice and Remedies Code, or other law.

7.2 The Parties expressly agree that, in the execution of this Agreement, neither Party waives, nor shall be deemed to hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its powers or functions or pursuant to the Texas Tort Claims Act or other applicable statutes, laws, rules, or regulations.

8. NOTICE

All notices, demands and requests, including invoices which may be given or which are required to be given by either Party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective when: (i) personally delivered to the intended recipient; (ii) three (3) days after being sent, by certified or registered mail, returned receipt requested, addressed to the intended recipient at the address specified below; (iii) delivered in person to the address set forth below for the Party to whom the notice was given; (iv) deposited into the custody of a recognized overnight delivery service and addressed to such Party at the address specified below; or (v) sent by facsimile, telegram or telex, provided that receipt for such facsimile, telegram or telex is verified by the sender and followed by a notice sent in accordance with one of the other provision set forth above. For purposes of this section, the addresses of the Parties for all notices are as follows (unless changed by similar notices in writing given by the particular person whose address is to be changed):

City of Hutto

Attention: Warren Hutmacher
City Manager
Attention: Tony Host
Executive Director of Community Services
500 West Live Oak Street

Hutto, Texas 78634

With a copy to:

Attention: City Secretary's Office
City Secretary
500 West Live Oak Street
Hutto, Texas 78634

Hutto Independent School District

Attention: Dr. Celina Estrada Thomas
Superintendent
Attention: Henry Gideon
Assistant Superintendent of Operations
200 College Street
Hutto, Texas 78634

9. BREACH

Failure to perform any obligations under this Agreement constitutes a breach unless expressly excepted herein.

10. DISPUTE RESOLUTION

10.1 If a dispute arises under this Agreement, the Parties agree to first try to resolve the dispute by referring same to the senior management of the City and HISD. Any disputes regarding this Agreement that cannot be resolved among the Parties shall go through the arbitration and mediation process.

10.2 Any dispute, controversy or claim arising out of or relating in any way to the Agreement or the relationship including without limitation any dispute concerning the construction, validity, interpretation, enforceability or breach of the Agreement, shall be exclusively resolved by binding arbitration upon a Party's submission of the dispute to arbitration. In the event of a dispute, controversy or claim arising out of the or relating in any way to the Agreement or the relationship, the complaining Party shall notify the other Party in writing thereof. Within thirty (30) days of such notice, management level representatives of both Parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within thirty (30) days after such notice, the complaining Party shall seek remedies exclusively through arbitration. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after two (2) years from when the aggrieved party know or should have known of the controversy, claim, dispute or breach.

10.3 This agreement to arbitrate shall be specifically enforceable. A Party may apply to any court with jurisdiction for interim or conservatory relief, including without limitation a proceeding to compel arbitration. The arbitration shall be conducted in Williamson County, Texas. The laws of the State of

Texas shall be applied in any arbitration proceedings, without regard to principles of conflict of laws. It is the intent of the parties that, barring extraordinary circumstances, arbitration proceedings will be concluded within one hundred and twenty (120) days from the date the arbitrator(s) are appointed. The arbitrator(s) may extend this time limit in the interest of justice. Failure to adhere to this time limit shall not constitute a basis for challenging the award.

10.4 The cost of the arbitration proceeding and any proceeding in court to confirm or to vacate any arbitration award, as applicable (including, without limitation, reasonable attorneys' fees and costs), shall be borne by the unsuccessful Party, as determined by the arbitrators, and shall be awarded as part of the arbitrator's award. It is specifically understood and agreed that any Party may enforce any award rendered pursuant to the arbitration provisions of this Section by bringing suit in any court of competent jurisdiction. The Parties agree that the arbitrator shall have authority to grant injunctive or other forms of equitable relief to any Party. This Section shall survive the termination or cancellation of this Agreement.

11. MISCELLANEOUS PROVISIONS

11.1 No Third-Party Beneficiaries. No term or provision of this Agreement is intended to, or shall, create any rights in any person, firm, corporation, or other entity not a party hereto, and no such person or entity shall have any cause of action hereunder.

11.2 No Other Relationship. No term or provision in this Agreement is intended to create a partnership, joint venture, or agency arrangement between and of the Parties.

11.3 Current Revenues. Pursuant to Section 791.011(d)(3) of the Texas Government Code, each Party performing services or furnishing aid pursuant to this Agreement shall do so with funds available from current revenues of the Party. No Party shall have any liability for the failure to expend funds to provide aid hereunder.

11.4 Amendment. Amendment of this Agreement may only be by mutual written consent of the Parties.

11.5 Governing Law and Venue. The Parties agree that this Agreement and all disputes arising thereunder shall be governed by the laws of the State of Texas, and that exclusive venue for any action arising under this Agreement shall be in Williamson County, Texas.

11.6 Force Majeure. Notwithstanding any other provisions of this Agreement to the contrary, no failure, delay or default in performance of any obligation hereunder shall constitute an event of default or a breach of this Agreement if such failure to perform, delay or default arises out of causes beyond the control and without the fault or negligence of the Party otherwise chargeable with failure, delay or default; including but not limited to acts of God, acts of public enemy, civil war, insurrection, riots, fires, floods, explosion, theft, earthquakes, natural disasters or other casualties, strikes or other labor troubles, which in any way restrict the performance under the Agreement by the Parties.

11.7 Entire Agreement. This Agreement constitutes the entire agreement of the Parties regarding the subject matter contained herein. The Parties may not modify or amend this Agreement, except by written agreement approved by the governing bodies of each Party and duly executed by both Parties, or their authorized representative.

11.8 Approval. This Agreement has been duly and properly approved by each Party's governing body and constitutes a binding obligation on each Party.

11.9 Assignment. Except as otherwise provided in this Agreement, a Party may not assign this Agreement or subcontracted the performance of services without first obtaining the written consent of the other Party.

11.10 Non-Appropriation and Fiscal Funding. The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation, and such obligations may be terminated at the end of a Party's fiscal year if the governing body of such Party does not appropriate sufficient funds to continue the services provided under this Agreement.

11.11 Non-Waiver. A Party's failure or delay to exercise a right or remedy does not constitute a waiver of the right or remedy. An exercise of a right or remedy under this Agreement does not preclude the exercise of another right or remedy. Rights and remedies under this Agreement are cumulative and are not exclusive of other rights or remedies provided by law.

11.12 Paragraph Headings. The various paragraph headings are inserted for convenience of reference only, and shall not affect the meaning or interpretation of this Agreement of any section thereof.

11.13 Severability. The Parties agree that in the event any provision of this Agreement is declared invalid by a court of competent jurisdiction that part of the Agreement is severable and the decree shall not affect the remainder of the Agreement. The remainder of the Agreement shall be and continue in full force and effect.

11.14 Open Meetings Act. The Parties hereby represent and affirm that this Agreement was adopted in an open meeting held in compliance with the Texas Open Meetings Act (Tex. Gov. Code, Ch. 551), as amended.

11.15 Counterparts. This Agreement may be executed in multiple counterparts which, when taken together, shall be considered as one original.

11.16 Effective Date. This Agreement is made to be effective on the latest date accompanying the signatures below.

IN WITNESS WHEREOF, each Party hereto has signed this Agreement or caused this Agreement to be signed in its corporate name by its officer thereunto duly authorized, all as of the date first above written.

[Signatures on the following page]

CITY OF HUTTO

By: _____

Print: _____

Title: _____

APPROVED AS TO FORM

By: _____

Attorney for the City of Hutto

HUTTO INDEPENDENT SCHOOL DISTRICT

By: _____

Print: _____

Title: _____