

RESOLUTION NO. 25-2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, AUTHORIZING THE CITY MANAGER TO FINALIZE AND EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF MESQUITE, MESQUITE INDEPENDENT SCHOOL DISTRICT, AND DALLAS COLLEGE FOR THE USE, RENOVATION, OPERATION, AND MAINTENANCE OF THE POOL AT EASTFIELD CAMPUS FOR 25 YEARS WITH OPTIONS TO RENEW FOR FOUR ADDITIONAL FIVE-YEAR TERMS; AUTHORIZING THE CITY MANAGER AS THE AUTHORIZED OFFICIAL TO TAKE SUCH ACTIONS AND EXECUTE SUCH DOCUMENTS AS ARE NECESSARY OR ADVISABLE TO CONSUMMATE THE TRANSACTIONS CONTEMPLATED BY THE INTERLOCAL AGREEMENT; AND PROVIDING AN EFFECTIVE DATE THEREOF.

WHEREAS, Dallas College approached the City of Mesquite (the “City”) and Mesquite Independent School District (“MISD”) about the opportunity to utilize the existing pool ~~at~~ and related facilities at Eastfield Campus (the “Pool”) for community purposes; and

WHEREAS, the residents of the City would benefit from Dallas College allowing the City to have access to and use of the Pool for community purposes;

WHEREAS, Dallas College has agreed to provide access and use of the Pool to MISD and the City; and

WHEREAS, MISD has agreed to construct an enclosure and other improvements to make the Pool an all-weather facility; and

WHEREAS, the City has agreed to assist with maintaining and operating the Pool for use by the City and MISD; and

WHEREAS, the Interlocal Cooperation Act, V.T.C.A., Texas Government Code, Chapter 791, provides authorization for any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

WHEREAS, an Interlocal Agreement between the City, MISD, and Dallas College will further outline the responsibilities of Dallas College, the City, and MISD for the construction, operation, and maintenance of the Pool.

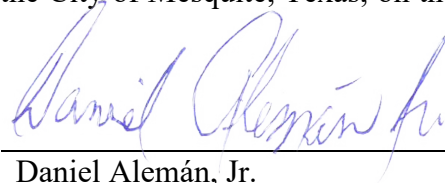
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS:

SECTION 1. That the City Manager is hereby (i) authorized to finalize and execute the Interlocal Agreement substantially in the form attached hereto as Exhibit A between the City of Mesquite, Mesquite Independent School District, and Dallas College for the use,

renovation, operation, and maintenance of the pool at Eastfield Campus for 25 years with options to renew for four additional five-year terms and (ii) authorized to take such actions and execute such documents as are necessary or advisable to consummate the transactions contemplated by the Interlocal Agreement.

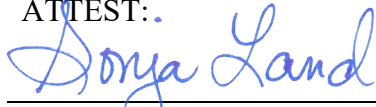
SECTION 2. That the resolution shall take effect immediately on and after its passage.

DULY RESOLVED by the City Council of the City of Mesquite, Texas, on the 20th day of June 2022.



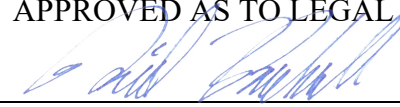
Daniel Alemán, Jr.
Mayor

ATTEST:



Sonja Land
City Secretary

APPROVED AS TO LEGAL FORM:



David L. Paschall
City Attorney

EXHIBIT “A”

INTERLOCAL AGREEMENT BETWEEN

DALLAS COLLEGE, THE CITY OF MESQUITE, AND

MESQUITE INDEPENDENT SCHOOL DISTRICT

**FOR THE USE, RENOVATION, OPERATION, AND MAINTENANCE OF THE POOL
AT**

EASTFIELD CAMPUS

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

**INTERLOCAL AGREEMENT BETWEEN DALLAS COLLEGE,
THE CITY OF MESQUITE, AND MESQUITE INDEPENDENT
SCHOOL DISTRICT FOR THE USE, RENOVATION,
OPERATION AND MAINTENANCE OF THE POOL AT
EASTFIELD CAMPUS**

This INTERLOCAL AGREEMENT (“Agreement”) is made and entered into by and between Dallas College (“DC” or “College”) a Texas political subdivision of higher education, Mesquite Independent School District, a Texas independent school district (“MISD”), and the City of Mesquite, a home-rule municipality (“COM”). The COM, MISD and DC may individually be referred to hereafter as “Party” or collectively be referred to as the “Parties.”

WHEREAS, the Parties wish to enter into an agreement to jointly finance, construct and maintain the pool on Eastfield campus for use by students and residents of the City of Mesquite; and

WHEREAS, the COM and MISD wish to operate, maintain, and make certain improvements to the pool at their own expense for the benefit, use and enjoyment of students and residents of the City of Mesquite; and

WHEREAS, the Parties wish to enter into an Agreement in order to establish their respective duties, responsibilities and obligations in relation to the operation, maintenance, and renovation of the pool; and

WHEREAS, DC is willing to enter into this Agreement contingent upon all maintenance, improvements, and operating costs for the Pool being assumed by either the COM or MISD; and

WHEREAS, this Agreement is being entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended; and

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended, authorizes a political subdivision of the State of Texas to contract with one or more political subdivisions of the State of Texas to perform governmental functions and services; and

WHEREAS, the expenditures and payments to be made by the parties under this Agreement for the services to be performed will be made from funds available to such governmental entities and such payments fairly compensate the performing entity for the services performed under this Agreement; and

WHEREAS, each of the Parties is duly authorized to enter into this Agreement and the signatories hereto have legal authority to bind the party on whose behalf they sign; and

WHEREAS, any expenditures and/or payments that any Party is required to make under this Agreement, if any, shall be made from available funds; and

NOW, THEREFORE, in consideration of the covenants, conditions, and provisions set forth in this Agreement, the receipt and sufficiency of which are hereby affirmed, the Parties agree to terminate and replace the Contract in its entirety and agree as follows:

1. Scope of Agreement:

A. Purpose. The purpose of this Agreement is to provide a framework for the Parties' agreement regarding the operation, renovation, and maintenance of DC's 50-meter swimming pool located on the DC's Eastfield Campus at 3737 Motley Dr., Mesquite, TX 75150 and all associated and supporting pool facilities (collectively, the "Pool").

B. Warranties: Each Party to this Agreement warrants that the services are necessary and authorized for activities properly within its statutory functions and programs; (2) that it has authority to contract for the services under authority granted in Chapter 791, Government Code; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and (4) the representative signing this Agreement on each Party's behalf is authorized by its governing body to do so.

C. Grant of License: The College grants to the City a limited, non-exclusive license to use the College's Pool, subject to the terms and conditions of this Agreement. COM and MISD shall not change the function or activity described herein without a written amendment to this Agreement signed by the College and COM and MISD.

COM and MISD understand, acknowledge, and agree that the Licensed Space is provided "as is" and "with all faults" and that the College makes no representation or warranty of any kind, express or implied, with respect to the condition of the Licensed Space, including habitability, fitness or suitability for a particular purpose. THE COLLEGE HEREBY DISCLAIMS AND COM AND MISD HEREBY

WAIVES THE BENEFIT OF, ANY AND ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF HABITABILITY, FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE. COM AND MISD ACKNOWLEDGE THAT NEITHER THE COLLEGE NOR ANY AGENT OF THE COLLEGE HAS MADE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE LICENSED SPACE OR THE SUITABILITY OF THE LICENSED SPACE FOR THE PURPOSE HEREIN INTENDED. BY OCCUPYING THE LICENSED SPACE, THE CITY IS DEEMED TO HAVE ACCEPTED THE LICENSED SPACE AS SUITABLE FOR ITS PURPOSE.

D. Duties and Rights of MISD. The MISD shall:

- 1) Fund any and all needed renovations (“MISD Expenditure”), unless an increase in cost is agreed upon in writing by all Parties, for the design and construction of renovations and improvements to the Pool as further described and depicted in **Exhibit “A”** attached hereto and incorporated by reference (“Pool Renovations”). The MISD Expenditure shall include but not be limited to architect/consulting fees, reimbursable and miscellaneous costs, hard and soft construction costs, cost of licensing and permits, the cost of regulatory compliance, as well as the cost for all fixtures, furniture, and equipment. The plans and specifications for the Pool Renovations and the estimate of Renovation Costs are subject to the review and approval of DC. Construction of the Pool Renovations shall commence no later than five months after the execution of this agreement and will achieve Substantial Completion (as that term is defined in Section 1(D)(3) no later than twelve months from the start of construction.
- 2) Shall procure and manage all contracts pertaining to the Pool Renovation, including but not limited to architect, engineer, consultants, and general contractors. Additionally, the MISD shall procure all necessary purchases related to fixtures, furniture, and equipment for the Pool Renovations. All such work must be approved by DC and comply with all applicable laws and regulations including but not limited to competitive bidding requirements.
- 3) Upon Substantial Completion (as hereafter defined) of the Pool Renovations, the MISD shall be entitled to free use of the Pool. For purposes of this Agreement, the term “Substantial Completion” means the date of substantial completion of a project or specified area of a project when the construction is sufficiently completed, in accordance with the contract documents, as modified by any change order agreed to by the parties, so that the Parties can occupy or utilize the project or specified area of the project for the use for which it was intended.
- 4) Provide trained and qualified staff and lifeguards during any period of use of the Pool by MISD, in compliance with local, state or federal laws and regulations.

- 5) In the event that MISD and COM agree that specific, non-routine maintenance or operation cost is necessary or desirable, then COM and MISD shall equally split the cost of any such maintenance or operation.
- 6) In the event any operation or maintenance necessary under this Agreement exceeds Five Thousand dollars (\$5,000.00) or more, if it falls within COM's duties herein, COM shall only be responsible for fifty percent (50%) of the cost and MISD shall be responsible for the other fifty percent (50%) of the cost.
- 7) Have the right to full access and use of the Pool for their official swim teams, subject only to other uses as agreed to, in writing, by the Parties.
- 8) Have the right to the full use of approximately 60 male and 60 female lockers, the adjacent shower and locker room facilities in the "P" building. (as further described and depicted on **Exhibit "B,"** attached hereto and incorporated herein by reference).

E. Operation and Maintenance Duties and Rights of the COM. The COM shall:

- (1) Be responsible for the Routine operation and maintenance of the Pool including all associated costs, except as otherwise limited herein. For purposes of this Agreement, activities shall be considered "Routine" if: (i) they are regularly scheduled or necessary activities or repairs necessary to maintain the Pool Obligations, Interior Obligations, and O&M Obligations (as those terms are defined in this Section C) running in good working order. The term "Routine" does not include replacements, renovations, reconstruction, or activities that are not regularly scheduled or necessary to maintain the Pool Obligations, Interior Obligations, and O&M Obligations in good working order. The COM shall be responsible for the following Routine activities: cleaning, disinfecting, heating, lighting, and water directly associated with operation of the Pool ("Pool Obligations"). The Pool (including water chemistry, equipment, etc.) must meet all local, state and federal laws, regulations, and requirements.
- (2) Purchase, maintain and coordinate all supplies necessary to carry out Pool Obligations.
- (3) Provide trained and qualified COM staff (including lifeguards) to manage the Pool in compliance with the Texas Administrative Code, as amended, (Standard for Public Pools and Spas) as well as any other local, state or federal requirements. The COM shall not pay salaries of any DC or MISD staff. Upon request, COM will provide lifeguards during periods of use by MISD at the sole expense of MISD.

- (4) Maintain a set of keys providing DC access to the Pool area to be utilized only for purposes of security, safety, or DC's use of the Pool as preapproved, in writing, by COM.
- (5) Be responsible for the Routine operation and maintenance of the interior areas as referenced in **Exhibit "B,"** attached hereto and incorporated by reference herein (the "Interior Obligations"). Operate and provide Routine maintenance for the Boiler, Air Handler, telephone, and any information technology network systems located in the Pool (the "O&M Obligations") Provide Routine preventive maintenance and Routine maintenance.
- (6) Maintain commercial general liability and property/contents insurance on the Pool listing all Parties as insureds, at its own expense, with one or more insurers that are both licensed to engage in the insurance business in the State of Texas and rated as "A" or higher by A.M. Best or insurers acceptable to all Parties, with coverage limits of at least \$1,000,000 per occurrence and at least \$3,000,000, in the aggregate.
- (7) If requested to do so by the DC, the COM shall furnish DC a Certificate of Insurance evidencing such coverage. The cost of such insurance shall be included in total expenses upon which the COM proportionate share is based.
- (8) Provided MISD and COM agree a specific non-routine maintenance or operation cost is necessary or desirable, COM shall only be responsible for fifty percent (50%) of the total cost and MISD shall be responsible for the other fifty percent (50%) of the total cost.
- (9) In the event any agreed to operation or maintenance (whether Routine or not) is necessary under this Agreement and exceeds Five Thousand dollars (\$5000) or more, if it falls within COM's duties herein, COM shall only be responsible for fifty percent (50%) of the cost and MISD shall be responsible for the other fifty percent (50%) of the cost.
- (10) Assume full fiscal responsibility for costs associated with the Routine operation and maintenance of the Pool Obligations, Interior Obligations and/or the O&M Obligations (collectively, the "COM Obligations") provided the costs do not exceed \$5000 for any single occurrence. Any proposed single expenditures that exceed \$15,000.00 must be approved in writing by MISD and DC. In the event such repairs are performed without the prior written approval of DC, DC reserves the right to inspect the repairs. If, upon inspection by DC's engineers, consultants, and appropriate staff and upon consensus MISD's engineers, consultants, and appropriate staff, it is determined that corrections to the repairs are needed, it will be at no cost to DC. However, in the event urgent repairs are needed, and obtaining prior consent from DC and MISD is not reasonably practical, the COM may proceed with repairs to the extent necessary to address the urgent situation

and shall not be considered in breach of this Agreement.

- (11) Subject to the DC's written approval, which shall not be unreasonably withheld, develop an annual plan with MISD for any planned expenditures over \$10,000.00 for the Pool. The COM will initiate this planning no later than February 1st of each year during the Term of this Agreement.
- (12) Maintain and follow an emergency call out protocol that has been approved by DC in writing.
- (13) Reimburse DC for actual expenses for utilities (water, electricity and gas) directly associated with the Pool, during the term of this Agreement. DC requires, as part of "Pool Renovations," that MISD and/or COM install meters and/or other associated equipment to monitor actual usage of water, electricity, and gas. It is permissible for the bills to be sent directly to MISD and or COM for direct billing.
- (14) Have the right to full access of the Pool at all times subject only to MISD's use for their official swim teams or as otherwise agreed in writing by the Parties.
- (15) Have the right to the full use of approximately 60 male and 60 female lockers, the adjacent shower and locker room facilities in the "P" building. (as further described and depicted on **Exhibit "B,"** attached hereto and incorporated herein by reference).
- (16) Have the exclusive right to manage the Pool, which includes but is not limited to:
 - a. Setting the schedule for other uses, such as: open swim, classes, reservations, etc.
 - b. Setting and collecting fees for any use of the Pool as COM deems appropriate
- (17) In the event MISD and/or COM utilize the Pool outside operating hours (as defined in Section 3) a separate Facilities Use Agreement, shown in **Exhibit C,** shall be utilized. MISD and/or COM may have separate expenses to cover DC costs to include, but not be limited to, Facilities and Police services.

F. Duties and Rights of DC. DC shall:

- (1) Maintain exterior common areas of the Pool including:
 - a. Adjacent shower and locker room facilities in the "P" building.
 - b. Exterior sidewalks, roadways, parking areas, service zones, and grounds.

- c. DC shall be responsible for exterior common areas as further depicted in **Exhibit "B."**
- (2) Operate and maintain central building systems such as energy management, fire alarms and lightning detection;
 - (3) Have the right to utilize the Pool upon thirty (30) days written notice to COM subject to the schedules of MISD and COM;
 - (4) Separately meter or sub-meter gas, electricity and water from other college facilities, to be reimbursed by MISD or COM;
 - (5) Recover DC Expenses pursuant to Section 1(D) and Section 1(C)(l).
 - (6) Maintain landscaping, irrigation, roadways, parking lots, exterior lighting, and common areas in 'P' building.
 - (7) Manage all water, natural gas, electricity, and sanitary sewer utilities. Any activity on the part of MISD or the COM involving connection, modification, repair, or control of these utilities must have prior written approval of DC, which approval shall not be unreasonably withheld, conditioned, or delayed.
 - (8) Maintain reasonable access to the Pool and its supporting facilities during the Term of the Agreement.
 - (9) Have the right to approve all exterior and common area signage; however, such approval shall not be unreasonably withheld.
 - (10) Maintain full property insurance on the Pool and exterior common areas as described in this Agreement. The premiums and, as may be applicable, any deductible(s) associated with the property insurance obligation of DC, shall be reimbursed by MISD.

Reserve the right, but not the duty, through its duly appointed representatives and upon consultation with MISD, to eject any objectionable persons from the Pool.

- (11) Provide MISD and the COM the full use of approximately 60 male and 60 female lockers, the adjacent shower and locker room facilities in the "P" building (as further described and depicted on **Exhibit "B"**).

G. It is understood and agreed that DC hereby reserves the right for its authorized representative to, upon prior reasonable notice to COM and MISD, enter the

premises at any reasonable time to make inspections regarding COM's and MISD's conformity with the terms of this Agreement. Nothing contained herein shall be construed to prevent or prohibit the DC's safety and security personnel from entering upon the Pool at any time, without notice, in connection with the discharge of their duties.

2. Schedule: During the Term of this Agreement (as defined in Section 4 below), the COM and MISD shall be entitled to use the Pool for their respective instructional and recreational programs in accordance with Campus Operating Hours, 5:00 AM – 10:00 PM seven days a week. Any and all changes to the operating hours of the Pool shall be submitted to DC for review thirty (30)-days in advance of the proposed changes taking effect. DC shall not unreasonably withhold or deny any change in the operating hours. On an annual basis, the COM and MISD will jointly develop and provide in writing a master calendar that specifies Pool operating hours and closure dates. Closure dates can be due to holidays (Federal and/or State), College closures, or other maintenance and/or repair issues that COM and MISD deem necessary.

3. Term: Subject to prior termination or revocation of this Agreement as provided in Section 5, the initial term shall be in full force and effect beginning June 7, 2022, and ending June 7, 2047, at midnight, (the "Term"). IF COM and MISD mutually agree, then upon 180 days' written notice to DC, COM and MISD shall have the option to extend this Agreement for 4 additional 5-year renewal periods. If the Parties do not approve and execute this Agreement or are not making reasonable good faith efforts to execute this Agreement on or before June 7, 2022, COM and MISD shall vacate the Pool premises no later than June 7, 2022 and shall have no further rights with respect to same.

4. Termination:

- A. This Agreement may be terminated in the following manner:
- 1) By mutual written agreement and consent of the Parties;
 - 2) By any Party upon the failure of the other Party or Parties to cure an Event of Default(hereinafter defined); or
 - 3) Upon two (2) years' written notice to the other Parties and with or without cause, by any Party unable to perform its respective obligations under the Agreement;
or
- B. In the event DC, COM or MISD fails to perform their respective material obligations as set forth in this Agreement (an "Event of Default"), the other Parties (each a "Non-Defaulting Party" and collectively, the "Non-Defaulting Parties") shall provide prompt written notice of such Event of Default. An Event of Default shall also include: (i) an intentional violation of the policies and rules of the DC as related to the operation and maintenance of DC facilities; and (ii) a Party knowingly making a misrepresentation or false statement to another Party as related to the use, renovation, operation or maintenance of the Pool. The Party or Parties receiving the notice (as the "Defaulting Party" or collectively, the "Defaulting Parties") shall then have thirty (30) days in which to cure the Event of Default, or if the failure is such that it cannot be cured in thirty (30) days, to make substantial and continued progress toward curing the Event of Default within a reasonable period of time. In the event that a Defaulting Party fails to cure the Event of Default after receipt of written notice, or, if the Event of Default is such that it cannot be cured in thirty (30) days, fails to make substantial and continued progress toward curing the Event of Default within a reasonable time, then the Non-Defaulting Party or Non-Defaulting Parties may immediately terminate this Agreement upon written notice to the Defaulting Party or Defaulting Parties.
- C. If the Agreement is terminated in accordance with the above provisions, the Parties will be responsible for the payment of their respective shares of costs incurred, if any, under the terms of the Agreement up to the time of termination.
- D. If the required cure cannot feasibly be completed within thirty (30) days, then the curing party must initiate the cure within thirty (30) days and diligently and continuously pursue completion of the cure, except in an instance of force majeure as described below.
- E. In the event of revocation or termination prior to the expiration of the full Term of this Agreement as set out in Section 4, DC agrees to and shall pay MISD the unamortized costs of the design, construction, and renovation of the improvements described in Section 1(B) (1). In this respect, such costs shall be amortized on a straight-line basis from date of completion to the date of original expiration of this Agreement, and shall be prorated to the nearest whole month.

5. Fire and Other Casualties:

- A. If the Pool, or any portion thereof, is damaged by fire or other casualty, COM or MISD shall give immediate notice thereof to DC, and this Agreement shall continue in full force and effect except as hereinafter set forth.
- B. Subject to the provisions of Section 5(C), if the Pool is damaged or rendered unusable by fire or other casualty covered under an insurance policy required by this Agreement to be maintained by DC, any damage shall, subject to Section 5(C) below, be repaired by and at the expense of MISD, provided that MISD will be entitled to receive and apply to such repair all insurance proceeds paid by reason of the subject casualty, and will have no obligation to expend for such repair any amount in excess of the amount of such insurance proceeds plus the entire amount of the applicable insurance deductible. MISD shall commence any repairs required by this Section 5(B) within thirty (30) days of any said fire or other casualty, and shall thereafter pursue and complete such repairs within one hundred and twenty (120) days after the date of the subject fire or other casualty.
- C. COM and/or MISD may, by notice to DC within sixty (60) days from the date of the casualty, terminate this Agreement, if either: (i) the Pool is rendered unusable, or damaged to an extent materially impairing the operation of the Pool; or (ii) based on good faith projections by a reputable contractor or contractors reasonably acceptable to DC, COM and MISD, repair or reconstruction of the Pool to a condition substantially as good or better than the condition in which it existed prior to the occurrence of the subject casualty cannot be completed within one hundred and twenty (120) days following the date of the subject casualty.
- D. If COM and/or MISD elect to terminate this Agreement pursuant to this Section 5, this Agreement will terminate as of the date of COM and/or MISD's vacation of the Pool, which will occur within a reasonable time. Subject to the preceding sentence, in the event COM and/or MISD elect to terminate this Agreement pursuant to this Section 5, the Term of this Agreement will expire completely and fully as of the date of vacation of the Pool without prejudice to any Parties' rights and remedies against the other(s) under this Agreement in accordance with provisions in effect prior to such vacation.
- E. In the event COM and/or MISD elect to terminate this Agreement pursuant to Section 5(C) or 5(D) above, DC shall be entitled to receive and retain any and all such insurance proceeds and COM/or MISD shall have no claim thereto but shall thereby be relieved of any and all obligations to repair, rebuild, or restore the Pool.

6. Assignment: No Party may assign their interest in this Agreement without the written permission of all other Parties.

7. Waiver: The failure of any Party hereto to exercise the rights granted to them herein upon the occurrence of any of the contingencies set forth in this Agreement shall not in any event

constitute a waiver of any such rights upon the occurrence of any such contingencies.

8. Immunity and Liability: DC, NOT WAIVING ANY RIGHTS OR ANY IMMUNITY OR DEFENSE, AGREES TO THE EXTENT ALLOWED BY THE TEXAS LAW, TO BE RESPONSIBLE FOR ANY LIABILITY OR DAMAGES DC MAY SUFFER AS A RESULT OF CLAIMS, DEMANDS, COSTS OR JUDGMENTS, INCLUDING ALL REASONABLE ATTORNEY'S FEES, AGAINST DC INCLUDING WORKERS' COMPENSATION CLAIMS, ARISING OUT OF THE PERFORMANCE OF DC AGENTS, OFFICERS, EMPLOYEES, OR REPRESENTATIVES UNDER THIS AGREEMENT, OR ARISING FROM ANY ACCIDENT, INJURY OR DAMAGE, WHATSOEVER, TO ANY PERSON OR PERSON(S), OR TO THE PROPERTY OF ANY PERSON(S) OR CORPORATIONS(S) OCCURRING DURING THE PERFORMANCE OF THIS AGREEMENT AND CAUSED BY THE SOLE NEGLIGENCE OF DC, ITS AGENTS, OFFICERS, AND/OR EMPLOYEES.

MISD, NOT WAIVING ANY RIGHTS OR ANY IMMUNITY OR DEFENSE, AGREES TO THE EXTENT ALLOWED BY THE TEXAS LAW TO BE RESPONSIBLE FOR ANY LIABILITY OR DAMAGES MISD MAY SUFFER AS A RESULT OF CLAIMS, DEMANDS, COSTS OR JUDGMENTS, INCLUDING ALL REASONABLE ATTORNEY'S FEES, AGAINST MISD INCLUDING WORKERS' COMPENSATION CLAIMS, ARISING OUT OF THE PERFORMANCE OF MISD AGENTS, OFFICERS, EMPLOYEES, OR REPRESENTATIVES UNDER THIS AGREEMENT, OR ARISING FROM ANY ACCIDENT, INJURY OR DAMAGE, WHATSOEVER, TO ANY PERSON OR PERSONS, OR TO THE PROPERTY OF ANY PERSON(S) OR CORPORATIONS(S) OCCURRING DURING THE PERFORMANCE OF THIS AGREEMENT AND CAUSED BY THE SOLE NEGLIGENCE OF MISD, ITS AGENTS, OFFICERS, AND/OR EMPLOYEES.

DC, COM AND MISD AGREE THAT ANY LIABILITY OR DAMAGES AS STATED ABOVE OCCURRING DURING THE PERFORMANCE OF THIS AGREEMENT CAUSED BY THE JOINT OR COMPARATIVE NEGLIGENCE OF THEIR EMPLOYEES, AGENTS AND OFFICERS SHALL BE DETERMINED IN ACCORDANCE WITH THE COMPARATIVE RESPONSIBILITY LAWS OF THE STATE OF TEXAS TO THE EXTENT TO WHICH SUCH LAWS APPLY TO EACH PARTY. THIS OBLIGATION SHALL BE CONSTRUED SOLELY FOR THE BENEFIT OF THE PARTIES TO THIS AGREEMENT, AND NOT THE BENEFIT OF ANY THIRD PARTIES NOR TO CREATE LIABILITY FOR THE BENEFIT OF ANY THIRD PARTIES. THIS SECTION 9 SHALL SURVIVE THE TERMINATION OF THE AGREEMENT.

9. Force Majeure: It is expressly understood and agreed by the Parties to this Agreement that the Parties shall proceed with due diligence to perform their respective obligations hereunder; provided, however, a Party shall not be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder in the event of "force majeure". For this purpose, "force majeure" shall mean any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, state, federal or municipal government, or de facto governmental action (unless

caused by acts or omissions of a Party), fires, explosions, floods, strikes, pandemics, epidemics, and public health emergency. In an event of force majeure, a Party shall notify the other Parties in writing within ten (10) days following such circumstances and shall be excused from doing or performing the same during such period of delay so that the completion dates or duties or obligations applicable to such performance shall be extended for a period of time equal to the period the Party was delayed.

10. Right to Remove Property: COM and MISD shall be entitled, during the Term of this Agreement and upon termination or expiration hereof, to remove from the Pool, or any part thereof, all personal property, trade fixtures, tools, machinery, equipment, materials and supplies placed thereon by it; provided that COM and MISD shall repair all damage resulting from such removal.

11. Applicable Law: This Agreement and all materials and/or issues collateral thereto shall be governed by the laws of the State of Texas applicable to contracts made and performed entirely therein.

12. Parol Evidence and Status of Agreement: This Agreement represents the entire agreement of the parties and there are no representations, inducements, promises, agreements, arrangements or undertakings, oral or written, between the parties to this Agreement other than those set forth in this Agreement and duly executed in writing.

13. Modification: - This Agreement may be modified, amended, extended, or augmented, only by written amendment signed by the Parties.

14. Limitation of Authority: The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

15. Venue: Venue to enforce this Agreement shall lie exclusively in Dallas County, Texas.

16. Notice: All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as property given if sent by facsimile transmission or mailed by certified mail, return receipt requested, postage prepaid, and addressed as follows:

Dallas College

To: Chief Financial Officer
1601 Botham Jean Blvd
Dallas, Texas 75215

Mesquite Independent School District

To: Superintendent

3819 Towne Crossing Blvd.
Mesquite, Texas 75150

City of Mesquite

To: City Manager
1515 N. Galloway Ave.
Mesquite, Texas 75149
972-288-7711

Each Party reserves the right to designate in writing to the other Party any change of name, change of person, or address to which the notices shall be sent.

17. Nondiscrimination: Parties to this Agreement shall not discriminate on the basis of race, color, national origin, sex, religion, age, disability, gender, gender identity, gender expression, sexual orientation or any other basis prohibited by law.

18. Severability: If any term, covenant or condition of this Agreement or its application to any person or circumstance shall be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected, and each term shall be valid and enforceable to the fullest extent permitted by law.

19. Conflict/Dispute Resolution: The Parties agree to work together in good faith to resolve any disputes or conflicts related to this Agreement. The basis for any dispute which is not resolved on an informal basis shall be reduced to writing and sent to the other Parties. Thereafter, the Parties shall endeavor to meet to work through the issue(s) to effect the underlying purposes of this Agreement. The foregoing notwithstanding, as a prerequisite to any lawsuit being filed related to this Agreement, the Parties shall participate in non-binding mediation utilizing a mutually agreed upon mediator.

20. Signatory Clause: The individuals executing this Agreement on behalf of DC, COM and MISD acknowledge that they are duly authorized to execute this Agreement. All Parties hereby acknowledge that they have read, understood, and shall comply with the terms and conditions of this Agreement. This Agreement shall not become effective until executed by each party. Therefore, the Parties to this Agreement shall begin their respective duties only after the last party has signed and dated this Agreement.

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by Dallas College, The City of Mesquite, and Mesquite Independent School District, upon said date indicated.

DALLAS COLLEGE

BY: 
John Robertson (Jun 24, 2022 15:14 CDT)
John Robertson
Chief Financial Officer

Jun 24, 2022

Date

MESQUITE INDEPENDENT SCHOOL DISTRICT

BY: 
Greg Everett (Jun 27, 2022 10:37 CDT)
Greg Everett
Board President

Jun 27, 2022

Date

APPROVED AS TO FORM:

BY: 
Scott Thomas (Jun 27, 2022 07:50 CDT)
Scott Thomas
Legal Counsel

Jun 27, 2022

Date

CITY OF MESQUITE

BY: Cliff Keheley Jun 27, 2022
Cliff Keheley (Jun 27, 2022 13:30 CDT)
Cliff Keheley Date
City Manager

ATTEST:

BY: Sonja Land Jun 27, 2022
Sonja Land (Jun 27, 2022 09:10 CDT)
Sonja Land Date
City Secretary

APPROVED AS TO FORM:
David L. Paschall, City Attorney

BY: David L. Paschall Jun 24, 2022
David L. Paschall (Jun 24, 2022 16:46 CDT)
Sr. Assistant City Attorney Date

EXHIBIT A – POOL RENOVATIONS

EXHIBIT B – INTERIOR / EXTERIOR OBLIGATIONS

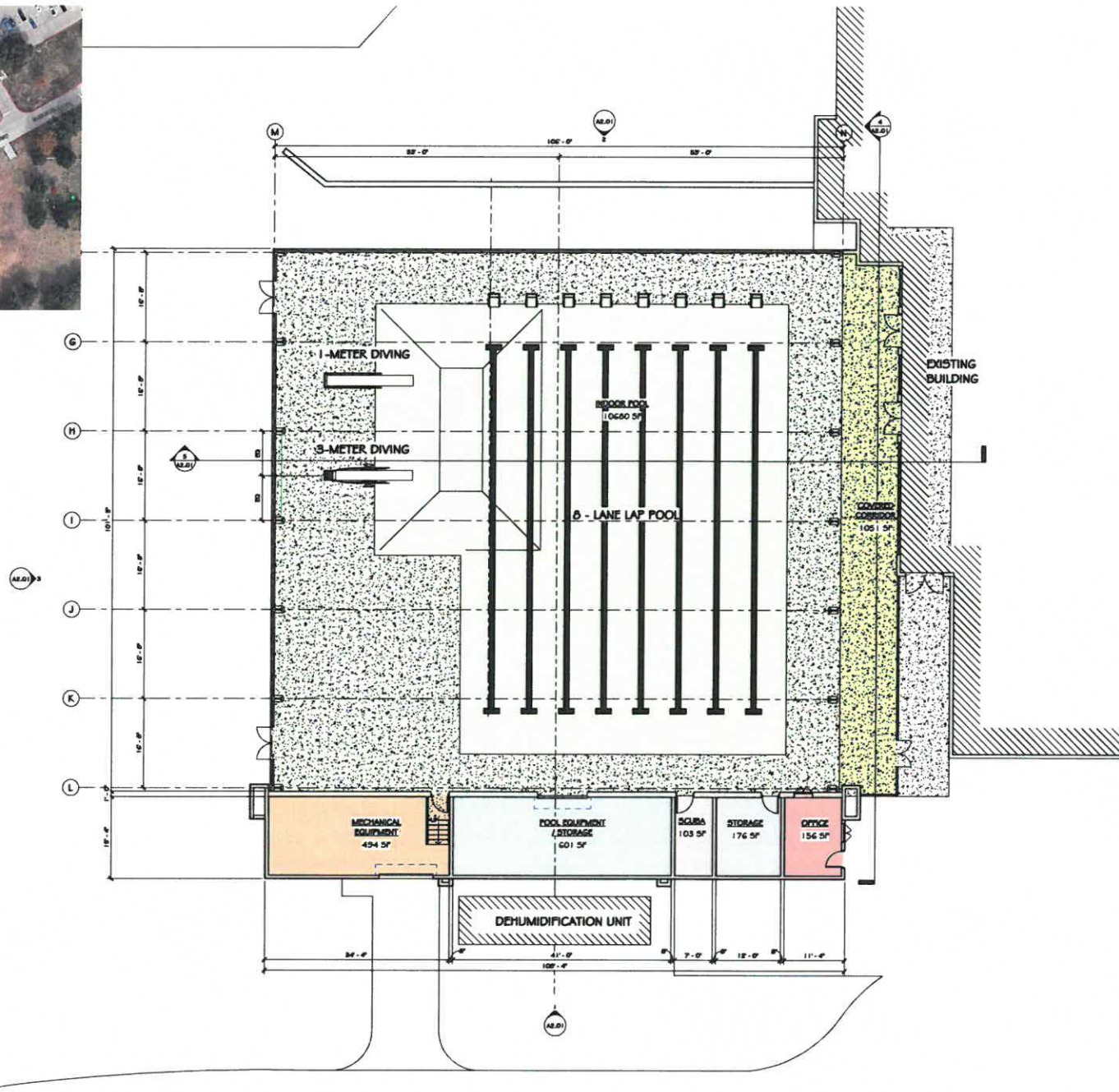
EXHIBIT C – FACILITIES USE AGREEMENT

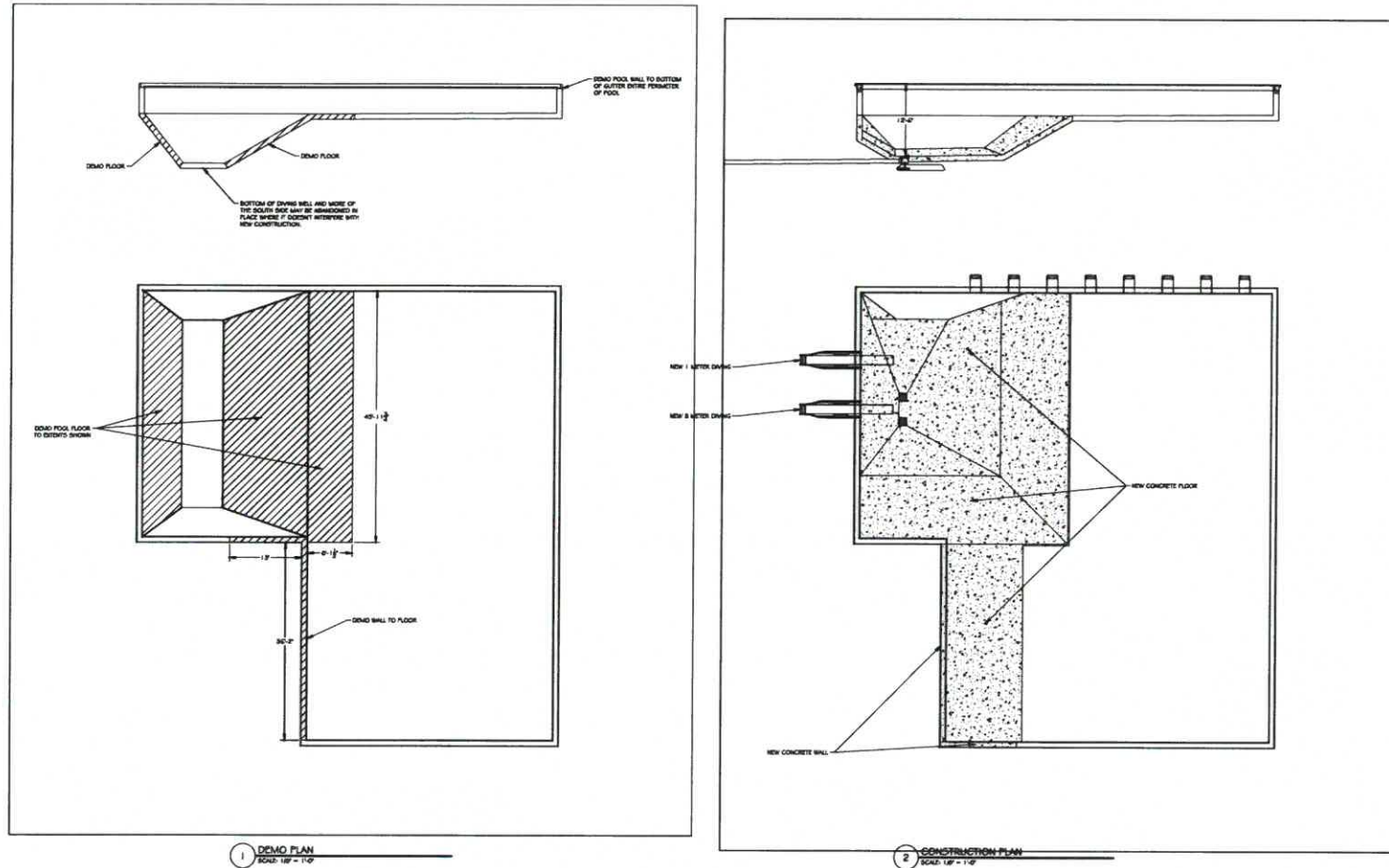
Mesquite ISD Dallas College Eastfield Campus
Aquatic Center





N
EXISTING POOL





1 DEMO PLAN
SCALE: 1/8" = 1'-0"

2 CONSTRUCTION PLAN
SCALE: 1/8" = 1'-0"



WRA Architects, Inc.
1277 Mark Dale
Suite 1000
Dallas, Texas 75261
214.703.8077 voice
214.703.8071 fax
www.wraarchitects.com

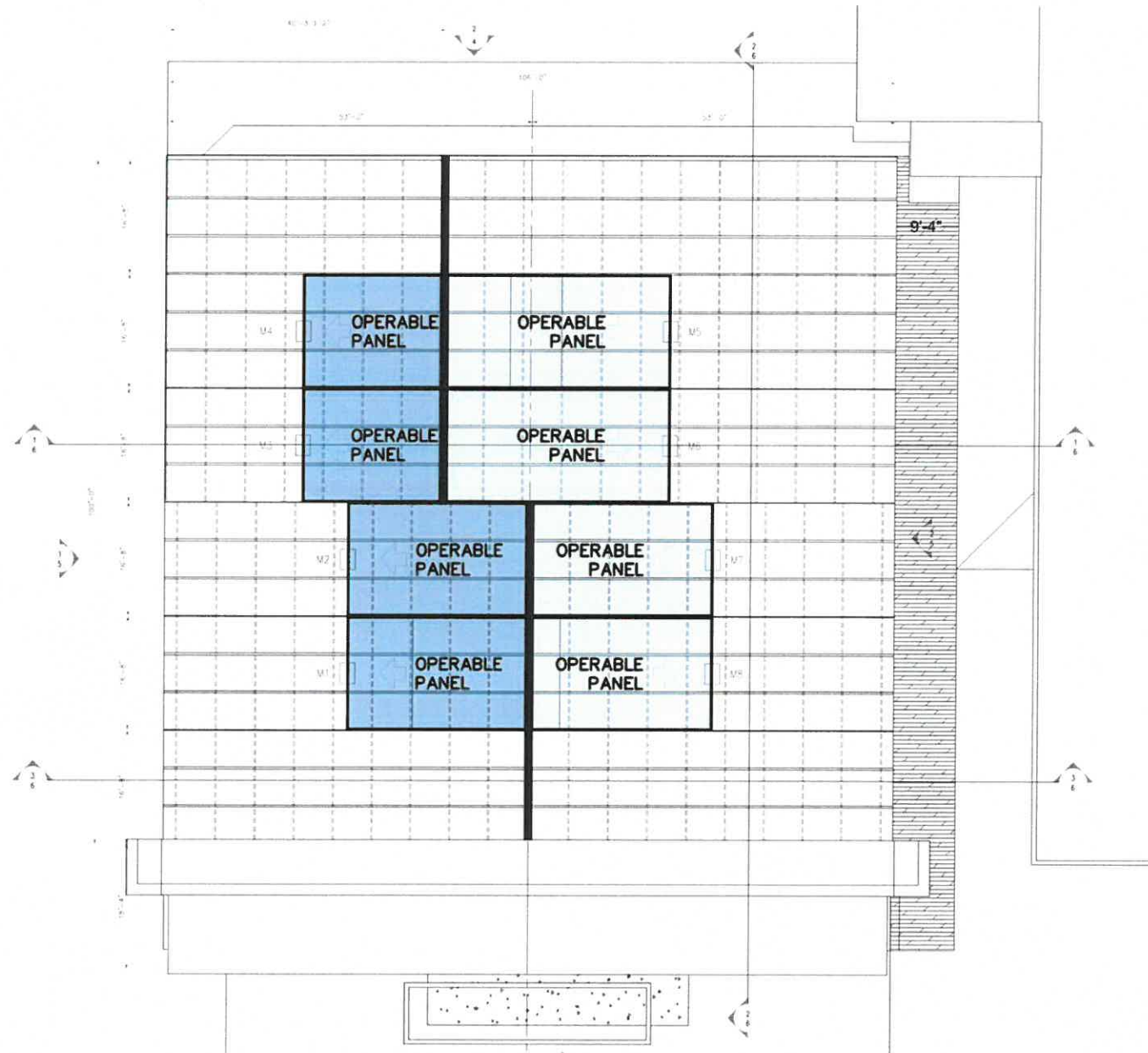
NOT FOR CONSTRUCTION - DD PROGRESS PRINT

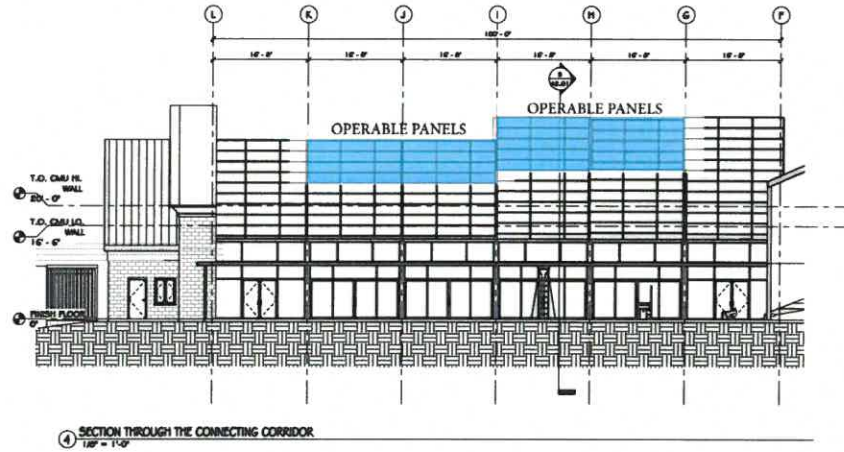
Mesquite ISD DCEC Aquatics Center

3737 Motley Drive, Mesquite TX 75150

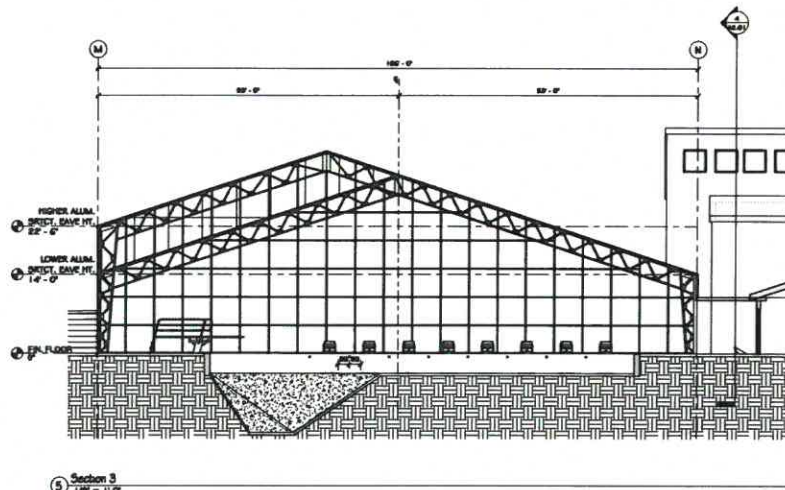
JOB NO.	202011000
DATE	JANUARY 26, 2021
Pool Layout	
X1.01	
© WRA Architects, Inc. 2021	





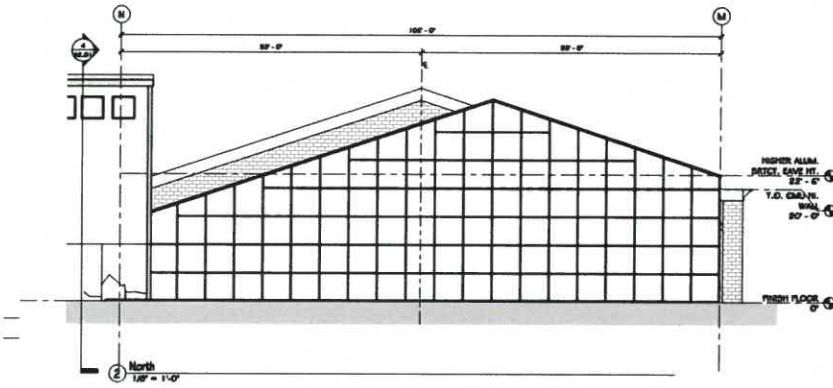


SECTION THROUGH THE CONNECTING CORRIDOR
1/8" = 1'-0"

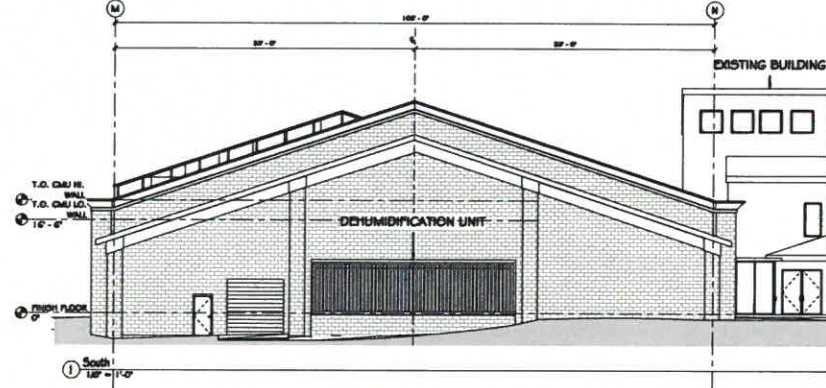


Section 3
1/8" = 1'-0"

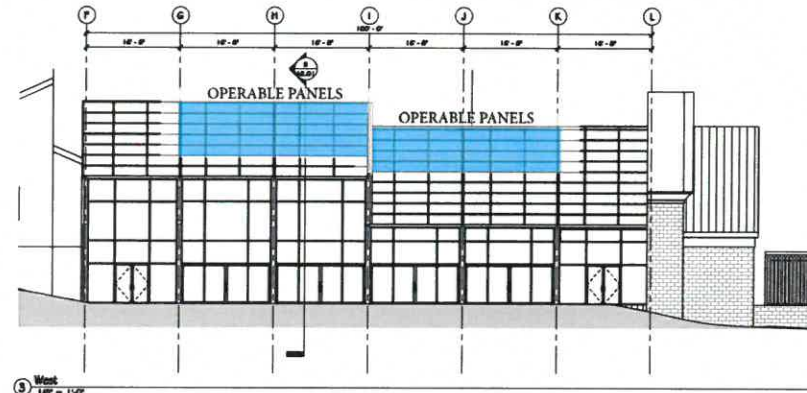
UNIVERSITY ARCHITECTS



North
1/8" = 1'-0"



South
1/8" = 1'-0"



West
1/8" = 1'-0"



WRA Architects, Inc.
13277 Main Drive
Suite 1000
Dallas, Texas 75241
214.752.8077
214.752.8071 Fax
www.wraarchitects.com

NOT FOR CONSTRUCTION - DD PROGRESS PRINT

Mesquite ISD DCEC Aquatics Center

3737 Motley Drive, Mesquite TX 75150

JOB NO. 100
DATE: January 24, 2022
EXTERIOR
ELEVATIONS OPT.3
A2.01
© WRA Architects, Inc. 2022











Mesquite ISD Dallas College Eastfield Campus Aquatic Center

prepared for Mesquite Independent School District



by WRA Architects, Inc.
February 14, 2022

Exhibit "B"



Key

DC Responsibilities

COM Responsibilities



DALLAS COLLEGE FACILITIES USE AGREEMENT

This Facilities Use Agreement ("Agreement") is entered into this ___ day of _____, 20__ between the Dallas College ("Dallas College" or "College"), a Texas political subdivision of higher education, on behalf _____ of _____ College ("College"), and _____ ("Licensee"). The College and Licensee may be individually referred to as "Party" and collectively as "Parties." In consideration of the covenants and agreements contained herein, the College and Licensee agree as follows:

1. Grant of License: The College grants to Licensee a limited, non-exclusive license to use the space described below, subject to the terms and conditions of this Agreement, for the purpose of _____ (the "Event"). Licensee shall not change the function or activity described herein without a written amendment to this Agreement signed by the College and Licensee.

2. Licensed Space: This license covers only the following space (collectively, the "Licensed Space"):

	_____ maximum occupancy
	_____ maximum occupancy
	_____ maximum occupancy

This Agreement does not entitle Licensee or Licensee's officers, employees, agents, contractors, or invitees to occupy, enter or use any area, facility or equipment not included within the above description of the Licensed Space. Licensee understands, acknowledges, and agrees that the Licensed Space is provided "as is" and "with all faults" and that the College makes no representation or warranty of any kind, express or implied, with respect to the condition of the Licensed Space, including habitability, fitness or suitability for a particular purpose. THE COLLEGE HEREBY DISCLAIMS AND LICENSEE HEREBY WAIVES THE BENEFIT OF, ANY AND ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF HABITABILITY, FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE. LICENSEE ACKNOWLEDGES THAT NEITHER THE COLLEGE NOR ANY AGENT OF THE COLLEGE HAS MADE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE LICENSED SPACE OR THE SUITABILITY OF THE LICENSED SPACE FOR THE PURPOSE HEREIN INTENDED. BY OCCUPYING THE LICENSED SPACE, THE LICENSEE IS DEEMED TO HAVE ACCEPTED THE LICENSED SPACE AS SUITABLE FOR ITS PURPOSE.

3. Term: The period during which Licensee is entitled to use the Licensed Space is herein called the "Term." All set-up and take-down activities in the Licensed Space shall occur during the Term. The Term of this Agreement is as follows:

<u>Start Date(s)</u>	<u>Commencement Time</u>	<u>Termination Time</u>

4. Fee: Licensee agrees to pay the College a \$_____ fee as consideration for Licensee's use of the Licensed Space for the purpose described above (the "Fee"). The Fee shall be paid no less than _____ business days prior to the Event.

5. Deposit: At the time of execution of this Agreement, Licensee shall pay the College, as a deposit, the sum of \$_____ which shall be credited to expenses such as the Fee or any other amounts due to the College hereunder.

6. Overtime: Licensee shall pay to the College as an additional fee the sum of \$_____ for each hour or fraction of an hour that Licensee or Licensee's officers, employees, agents, contractors, or invitees remain in the Licensed Space beyond the Term.

7. Payments: Licensee shall make all deposits and payments under this Agreement by certified check, bank money order, or business check made payable to "_____ " and

delivered to the College at the following address:

8. Cancellation. The College may cancel or relocate the Event at any time, for any reason, without liability for damages, to accommodate College activity. The College shall immediately notify the Licensee if cancellation or relocation is required. In the event of cancellation or relocation, the Licensee shall have the option of requesting a full refund of all fees to the extent such fees have not been incurred by the College, or, if relocated, accepting the new location of the Event. Should the Licensee terminate this Agreement, fail to take possession of or use the Licensed Space, or cancel/reschedule the Event within thirty (30) calendar days of the Start Date(s) of the Event, the Licensee agrees to pay a cancellation fee of ____% of the invoice amount, unless the Event is rescheduled with a confirmed Start Date(s) within sixty (60) calendar days of the original Start Date(s). If Licensee cancels this Agreement or fails to take possession of or use the Licensed Space within seven (7) calendar days of the Start Date(s), then Licensee shall pay a cancellation fee of ____% of the invoiced amount. The Licensee acknowledges that this cancellation fee is not a penalty but rather a fee to reimburse the College for costs incurred.

9. Utilities, Operating Personnel, Services, and Equipment: The College shall furnish customary heating, lighting, water, electricity, and air conditioning for the Licensed Space. The College shall have the sole right to provide, at Licensee's expense, personnel and services (including custodial) in connection with Licensee's use of the Licensed Space. Any expenses due from Licensee shall, at the College's option, be paid upon presentation of an invoice at the conclusion of the Event or within _____ days following Licensee's receipt of an invoice from the College.

10. Security. The College Police Department will determine the security required for the Event. Licensee shall comply with the security requirements of the DCCCD Police Department and Licensee is responsible for hiring licensed Texas peace officers as required by the College Police Commander to ensure safety during use of facilities. Should the Licensee require the College Police Department to provide security for the Event, then Licensee shall pay all costs prior to the Event in the amount set forth in the Facilities Usage Schedule Fees provided in the Rental Form.

11. Insurance: The College requires proof of not less than One Million Dollars (\$1,000,000) in comprehensive general liability insurance coverage by Licensee's delivery to the College, upon execution of this Agreement of a Certificate of Liability Insurance

12. Casualty. In the event that the Licensed Space or the Building wherein the Licensed Space is situated shall be damaged or destroyed by fire or other casualty thereby rendering performance hereunder impossible or, in the sole judgment of the College, impracticable, this Agreement shall terminate and Licensee shall be obligated to pay the fees hereinafter stipulated only for those services, activities, and events which were provided to Licensee. Licensee hereby waives any claim for damages or compensation resulting from fire, casualty, or other circumstances causing curtailment of this agreement.

13. Alcohol and Smoking. Possession, consumption, or being under the influence of alcohol or illegal drugs is prohibited on any College property. Any person under the influence of intoxicating liquor or drugs shall be denied access to the Licensed Space or shall be required to leave. Smoking and vaping is prohibited inside all the College buildings.

14. Occupancy Capacity: Licensee shall not admit into the Licensed Space at any time a larger number of persons than approved by the College. For this Event, the maximum approved occupancy for each room is set forth in Section 2 above.

15. Care of Property: Licensee shall take good care of the Licensed Space and all property located therein and shall leave the Licensed Space clean and orderly after use. Licensee shall be liable for the cost of any repairs, restorations or replacements to the Licensed Space or the College's property necessitated by Licensee's or Licensee's officers, employees, agents, contractors, or invitees' use, and Licensee shall reimburse the College for all such costs within thirty days after delivery of an invoice therefor.

16. Notices: Any notices, consents, or approvals required or permitted hereunder shall be properly given if

in writing and personally delivered or delivered by certified mail, return receipt requested, and addressed to the following (unless other provisions specifically set out elsewhere in this Agreement):

To Dallas College:

Attn: _____

To Licensee:

Attn: _____

17. Custody of Property: In the receipt, handling, care, or custody of property of any kind shipped or otherwise delivered to the Licensed Space by or for Licensee, the College shall act solely for the accommodation of Licensee and neither the College nor any of its officers, employees or agents shall be a bailee or liable for any loss, damage, or injury to such property.

18. Control of Premises and Right to Enter: In permitting the use of the Licensed Space, the College specifically retains the right to enforce any and all laws, rules and regulations applicable to the Licensed Space, and representatives of the College may enter any portion of the Licensed Space at any time and on any occasion without any restrictions.

19. Property Restrictions: Licensee shall not use or permit the Licensed Space to be used for any purpose other than that set forth herein. Licensee further covenants and agrees:

- a. Licensee's use of the Licensed Space shall be in accordance with the College policies and procedures, including, but not limited to, the College Board Policy Manual, which can be found at <https://pol.tasb.org/Home/Index/358>, as well as all applicable laws of the State of Texas, and to the extent applicable, all federal laws, rules, and regulations of any regulatory body or office having jurisdiction over the Parties and the subject matter of this Agreement.
- b. All minors (children under the age of 18) involved in or attending the Event shall be under the care and supervision of an adult at all times while in the Licensed Space.
- c. All activities in the Licensed Space shall be conducted so as not to endanger any person or damage any property therein.
- d. All aisles, corridors, passages, vestibules, elevators, and stairways shall be kept free and clear of obstructions and shall not be used other than for ingress and egress.
- e. No alterations shall be made to the Licensed Space.
- f. No confetti, glitter, glue, or flammable tissue paper, crepe paper, or material for decorative purposes or any combustible liquid or substance or laser lighting equipment shall be used or permitted unless first been approved by the College in writing.
- g. No candles are permitted in the Licensed Space.
- h. No carts, dollies or other equipment with metal casters are permitted in the Licensed Space or the surrounding premises.
- i. No animals (except service animals) are allowed in or around the Licensed Space or the surrounding premises.
- j. No signs, messages or other materials may be posted, displayed, distributed, or announced in, on or adjacent to, the Licensed Space or surrounding premises without prior written approval of the College.
- k. Outside audio-visual equipment such as projectors, etc., may not be brought into the Licensed Space, unless approved by the College in writing. House equipment, with the exception of computers, must be used and operated by the College personnel unless other arrangements are approved by the College in writing.
- l. Any articles, exhibits, fixtures, materials, or displays of Licensee that have been previously approved by the College shall be brought into or taken out of the Licensed Space only at such entrances as may be designated by the College.

20. Indemnification: WITHOUT WAIVING ANY RIGHTS, IMMUNITY, OR DEFENSE, LICENSEE AGREES TO THE EXTENT ALLOWED BY TEXAS LAW, TO INDEMNIFY, DEFEND, AND HOLD HARMLESS COLLEGE, AND ITS OFFICERS, TRUSTEES, EMPLOYEES, AND AGENTS AGAINST ANY

AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, AND JUDGMENTS: FOR TAXES, LICENSE FEES, EXCISES, FINES AND PENALTIES; FOR SUPPLIES, SERVICES, OR MERCHANDISE PURCHASED BY LICENSEE; FOR WAGES OR FRINGE BENEFITS OF LICENSEE'S EMPLOYEES OR CONTRACTORS; OR FOR INJURY OR DEATH OF ANY PERSON OR DAMAGE TO ANY PROPERTY THAT DIRECTLY OR INDIRECTLY RESULT FROM THE ACTS, OMISSIONS OR USE OF THE LICENSED SPACE OR SURROUNDING PREMISES BY LICENSEE OR LICENSEE'S OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, OR INVITEES. LICENSEE WILL NOT DO OR PERMIT TO BE DONE ANYTHING IN OR UPON ANY PORTION OF THE LICENSED SPACE OR SURROUNDING PREMISES OR BRING OR KEEP ANYTHING THEREIN OR THEREON WHICH WILL IN ANY WAY CONFLICT WITH THE CONDITIONS OF ANY INSURANCE POLICIES INSURING THE LICENSED SPACE OR SURROUNDING PREMISES OR ANY PART THEREOF AGAINST LOSS.

21. Assumption of Risk: Licensee assumes the risk of any loss or damage to its property or the property of any person or entity authorized by it to be in the Licensed Space. The College and its officers, employees and agents shall not be responsible or liable for any loss of, or damage to, property while in the Licensed Space regardless of how the loss or damage is sustained.

22. Removal of Property: In the event Licensee fails, neglects, or refuses to remove its property from the Licensed Space prior to the expiration of the Term, said property shall be deemed abandoned and the College shall have the right to move, place in storage, or otherwise dispose of any such property at the sole cost and expense of Licensee. Licensee hereby irrevocably constitutes and appoints the College as its special attorney in fact to do and perform all acts necessary in removing, storing, and disposing of said abandoned personal property and to execute and to deliver a bill of sale therefor.

23. Licensee Responsibility for Taxes: In the event that any ad valorem taxes shall be assessed against the College by virtue of Licensee's the use of the Licensed Space, Licensee hereby covenants and agrees to assume full responsibility for payment of such taxes.

24. Prohibited Conduct. Licensee hereby assumes full responsibility for the behavior of all persons admitted to the Licensed Space or any portion of the building wherein said Licensed Space is situated, upon the consent of Licensee, its agents or employees. The College reserves the right through its duly authorized representatives to remove, or instruct the removal of any person or persons whose behavior or decorum is objectionable, and Licensee hereby waives any right, claim or cause of action against the College arising from the exercise of such authority.

25. Waivers and Modifications: No waiver of any provision hereof shall be effective unless stated in writing and signed by the College and Licensee. No such waiver shall constitute a waiver of the same provision on a subsequent occasion nor of any other provision of this Agreement. The delay or failure of either Party to assert or exercise any right, remedy, or privilege hereunder shall not constitute a waiver of such right, remedy, or privilege.

26. Force Majeure: Neither Party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service deemed resulting, directly or indirectly, from acts of God, acts of public enemy, war, accidents, fires, explosions, hurricanes, floods, failure of transportation, strikes, or other work interruptions by either Party's employees, or any other similar cause beyond the reasonable control of either Party.

27. Miscellaneous Provisions:

- a. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter and no prior agreement, written or oral, will be effective to vary the terms of this Agreement.
- b. No amendment to this Agreement will be effective unless reduced to writing and signed by an authorized representative of each Party.
- c. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas.
- d. Venue for all legal proceedings against the College shall be in the state and federal courts of Dallas County, Texas.
- e. Chapter 2260 of the Texas Government Code establishes a dispute resolution process for contracts involving goods, services and certain types of projects. If Chapter 2260 applies to this Agreement, then the statutory dispute resolution process must be used to resolve disputes arising hereunder.
- f. Neither Party may assign this Agreement, in whole or in part, without the prior written consent of the

other Party.

- g.** All contracts related to the Event, including contracts between Licensee and caterers, speakers, performers, managers and others, must be made available to the College for review prior to the Event.
- h.** Any claim or cause of action that accrues to any Party under this Agreement shall survive the termination of this Agreement.
- i.** The invalidity or illegality of any part of this Agreement shall not affect the validity or force of any other part hereof.
- j.** The paragraph titles herein are for convenience only and do not define, limit, or construe the contents of such paragraphs.
- k.** Time, and especially time of payment of monies due from Licensee, shall be of the essence of this Agreement.
- l.** The Parties shall be independent contractors in the performance of this Agreement, and nothing herein is intended or may be construed to make either Party the employee, agent, partner, or representative of the other.

28. Force and Effect: This Agreement shall have no force or effect unless fully executed by both Parties. Licensee covenants and agrees that its failure to fully and faithfully perform all covenants and agreements hereunder shall excuse the College's continued performance.

29. Publicity: Licensee shall not use the College's name, logo or other likeness in any press release, marketing materials or other public announcement without receiving the College's prior written approval.

30. Status as State Government Entity: Licensee expressly acknowledges that the College is a political subdivision of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by the College of its right to claim such exemptions, privileges, and immunities as may be provided by law.

31. Signatory Clause. By signing this Agreement, the Parties acknowledge and affirm that they understand and agree to abide by the terms and conditions of this Agreement. The signatories below are the authorized representatives of each party and have full authority to bind the Parties to the terms and conditions of this Agreement.

ACCEPTED AND AGREED this _____ day of __, 20__

Dallas College:

LICENSEE:

By:

By:

Name:

Name:

Title:

Title: