

**AGREEMENT BETWEEN THE CITY OF SOUTHLAKE AND
ST. MARTIN-IN-THE-FIELDS EPISCOPAL CHURCH**

STATE OF TEXAS §

COUNTY OF TARRANT §
§

THIS AGREEMENT is entered into by and between the CITY of Southlake, Texas, a home rule municipal corporation located in Tarrant County and Denton County, Texas, acting by and through its duly authorized Mayor (hereinafter referred to as "CITY"), and St. Martin-in-the-Fields Episcopal Church, a non-profit organization of the State of Texas, 223 South Pearson Lane, Keller, Texas 76248, (hereinafter referred to as "CHURCH").

WHEREAS, the CITY is authorized to engage in a cooperative partnership to renew the agreement to utilize open field practice space at the CHURCH; and

WHEREAS, the CHURCH is duly authorized by its bylaws and board of directors to enter into a cooperative partnership with the CITY; and

WHEREAS, the City Council of the CITY finds such a cooperative partnership to be beneficial to public;

NOW, THEREFORE, in consideration of the foregoing and in accordance with the terms and conditions set forth below, CITY and Church do hereby covenant and agree as follows:

**SECTION 1
PREMISES**

The CHURCH agrees to give the CITY permission to utilize the property described in Exhibit "A" attached hereto, located as a portion of Block 1, Lot 1 of the St. Martin-in-the-Fields Addition to the CITY herein called the ("Premises") for open field practice space.

**SECTION 2
HOURS**

The City shall utilize the Premises on Mondays through Fridays, after 4:00 p.m., Saturdays until 3:00 p.m. No practices shall be scheduled on Sundays at any time.

The Church may change the CITY'S scheduled use with a twenty four (24) hour notice for special emergency use such as funeral, wedding, etc.

SECTION 3 TERM

The term of the agreement shall be for a period of ten (10) years from the effective date of this agreement.

SECTION 4 CONSIDERATION

The consideration for this lease is operation and maintenance of the Premises by the CITY. The CITY shall maintain the Premises through routine mowing and removal of any waste or debris generated by the CITY'S use.

In addition to the considerations above the CITY also agrees to pay one dollar (1) to the CHURCH for utilization of the premises.

SECTION 5 CONTACT PERSON

For the duration of this lease the CITY'S contact person will be the Director of Community Services or designee ("DIRECTOR").

SECTION 6 INSURANCE

The CITY shall name the CHURCH as an additional insured on its general liability insurance policy, which it agrees to maintain throughout the term of this agreement.

SECTION 7 INDEMNIFICATION

THE CHURCH SHALL INDEMNIFY AND HOLD HARMLESS THE CITY OF SOUTHLAKE, ITS AGENTS, OFFICIALS AND EMPLOYEES FROM ANY AND ALL CLAIMS FOR BODILY INJURY, ILLNESS, DEATH, ECONOMIC LOSS, PERSONAL INJURY OR PROPERTY DAMAGE ARISING OUT OF THE ACTIVITIES OF THE CHURCH CONTEMPLATED HEREUNDER, INCLUDING BUT NOT LIMITED TO ANY CLAIM ARISING OUT OF ANY NEGLIGENT ACT OR OMISSION COMMITTED BY CHURCH EMPLOYEES, MEMBERS, OR OFFICERS.

NOTHING CONTAINED HEREIN SHALL BE CONSTRUED TO LIMIT OR WAIVE ANY GOVERNMENTAL OR SOVEREIGN IMMUNITY OF THE CITY OF SOUTHLAKE OR ANY IMMUNITY APPLICABLE TO ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES, NOR SHALL IT BE CONSTRUED TO LIMIT OR WAIVE ANY INSURANCE COVERAGE OR THE CITY'S STATUS AS AN ADDITIONAL NAMED INSURED AS PROVIDED IN SECTION 6 OF THIS AGREEMENT. TO THE EXTENT

THERE MAY BE A WAIVER OF IMMUNITY UNDER STATE LAW TO ENFORCE THIS AGREEMENT, THE REMEDIES AVAILABLE TO ENFORCE THIS AGREEMENT ARE LIMITED TO MANDAMUS, SPECIFIC PERFORMANCE OR INJUNCTIVE RELIEF. ALL OTHER REMEDIES, INCLUDING SUITS FOR DAMAGES AND RECOVERY OF ATTORNEY'S FEES ARE SPECIFICALLY WAIVED BY BOTH PARTIES.

SECTION 8 MISCELLANEOUS PROVISIONS

The CHURCH agrees to permit the CITY utilization of the south half of the existing concrete parking lot for parking. The north half of the parking lot is reserved for CHURCH use only and the CHURCH shall designate reserved areas by signage and by striping.

The CHURCH agrees to permit the CITY access to the Premises for necessary construction and maintenance.

No portable toilets or concession stands, trucks or trailers are to be parked on the site at any time.

The CHURCH agrees to permit the CITY to enter into agreements with non-profit associations to utilize Premises as a sports practice field.

The parties agree that the fact that the CITY has drafted this agreement shall not mean that in the event of ambiguity, any provision shall be construed in favor of the CHURCH.

No teams shall be permitted to use the Premises without a permit signed by the DIRECTOR or designee.

SECTION 9 AMENDMENTS

No alterations, changes or modifications of neither the terms of this agreement nor the waiver of any provision will be valid unless made in writing and signed by a person authorized to sign agreements on behalf of each party.

SECTION 10 TERMINATION OF AGREEMENT

Either the CITY OR CHURCH may terminate this agreement by giving the other party notice not less than six months prior to the termination, at the address set forth in the preamble of this agreement.

**SECTION 11
CITY OF SOUTHLAKE VALUES**

The City of Southlake has adopted values that are the fundamental principles that guide how members of the CITY conduct themselves in pursuit of the mission and vision. All business conducted with the CITY shall adhere to the CITY's organizational values as described below:

- **Integrity:** Being worthy of the public's trust in all things. We deal honestly and respectfully with each other and the public at all times.
- **Innovation:** Valuing progressive thinking, creativity, flexibility and adaptability in service delivery.
- **Accountability:** Taking personal responsibility for our actions or inaction while putting the interests of the taxpayer first.
- **Commitment to Excellence:** Behaving responsively in our delivery of service to the public. Our work is characterized by its quality and by the diligence with which it is carried out. We proactively seek to solve problems in advance.
- **Teamwork:** Recognizing the importance of working together to meet our citizen's needs, communicating clearly, sharing resources and information freely.

The values set forth in Section 11 are goals to which CITY officials, staff and employees are expected to adhere to in activities concerning this Agreement. While perceived failure to adhere to, comply with, or take action consistent with these values should be reported to an appropriate CITY official, staff member, or employee, such action or failure to act shall not be considered a breach of this Agreement.

This Agreement is made and entered into on the 20TH day of August

CITY OF SOUTHLAKE



JOHN TERRELL
MAYOR

ATTEST



ALICIA RICHARDSON, TRMC
CITY SECRETARY
(DEPUTY) TRACI RIGGS



ST. MARTIN-IN-THE-FIELDS
EPISCOPAL CHURCH



Authorized Representative

ROBERT BESS
SENIOR WARDEN

APPROVED AS TO FORM AND
LEGALITY



CITY ATTORNEY

EXHIBIT A

St. Martin-in-the-Fields Episcopal Church Property Open Space

