

Interlocal Agreement Between McKinney Independent School District and the City of McKinney

Regarding the City of McKinney's use of a portion of McKinney Independent School District property for the "Festival" scheduled for July 3, 2025, and July 4, 2025. It is the district's understanding that fireworks will not be discharged on McKinney Independent School District property during the Festival.

This Agreement is made and entered into by and between the **McKinney Independent School District** ("MISD") and the **City of McKinney, Texas** ("City").

Recitals

WHEREAS, the City intends to host a public Festival on July 4, 2025 (the "Festival"); as part of the preparation for the Festival, the City will set up equipment and other temporary infrastructure starting on July 3, 2025, and remove all equipment and temporary infrastructure on July 5, 2025.

WHEREAS, the City has requested the use of that property owned by MISD adjacent to McKinney High School, located on or about 1401 Wilson Creek Parkway, McKinney, Texas 75069 (the "Premises"), as further depicted in Exhibit "A", attached hereto and incorporated by reference, for the Festival.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. Purpose

The purpose of this Agreement is to set forth the terms and conditions under which the City to the extent permitted by law, will cover MISD for any losses, claims, damages, or expenses arising out of or related to the City's use of the Premises for the Festival.

2. Agreement

The City agrees to defend and hold harmless, to the extent allowed by law, MISD, its Board of Trustees, officers, employees, and agents, from and against all claims, demands, causes of action, damages, or expenses (including reasonable attorney fees) arising out of:

- Property damage to any MISD facility, building, structure, or grounds located on the Premises resulting from the Festival.
- Personal injury occurring on the Premises in connection with the Festival.
- Costs incurred by MISD due to required cleanup, repair, or restoration of the Premises following the Festival.
- Any third-party claims made against MISD because of the City's actions, omissions, or negligence in planning, conducting, or managing the Festival.

3. Insurance

The City agrees to maintain appropriate general liability insurance covering the Festival, naming MISD as an additional insured party. Proof of such coverage shall be provided to MISD prior to the Festival.

4. Term

This Agreement shall be effective as of the date of the last signature and shall remain in effect until all matters related to the Festival have been resolved, including resolution of any claims or disputes.

5. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the **State of Texas**.

Signatures

McKinney Independent School District

By: _____

Printed Name: _____

Title: _____

Date: _____

City of McKinney

By: _____

Printed Name: _____

Title: _____

Date: _____

Exhibit "A"
Depiction of Premises