

THE STATE OF TEXAS

COUNTY OF TARRANT

INTERLOCAL AGREEMENT  
FOR PARKING LOT IMPROVEMENTS AND ADDITION FOR  
EVERMAN INDEPENDENT SCHOOL DISTRICT AT EVERMAN ACADEMY HIGH SCHOOL

**BACKGROUND**

This Agreement is between Tarrant County, Texas ("COUNTY") acting by and through its duly authorized County Commissioner Court, and the Everman Independent School District ("EISD"), acting through its duly authorized representative.

WHEREAS, the EISD and the COUNTY have agreed to overlay and add an additional area of a parking lot located at Everman Academy High School comprising of approximately 4,887 square yards.

Collectively, hereinafter referred to as the "Project".

WHEREAS, the Interlocal Cooperation Act contained in Chapter 791 of the Texas Government Code provides legal authority for the parties to enter into this Agreement; and

WHEREAS, During the performance of the governmental functions and the payment for the performance of those governmental functions the parties will make the performance and payment from current revenues legally available to that party; and

WHEREAS, the Commissioners Court of the COUNTY and the EISD duly authorized representative each make the following findings:

- a. This Agreement serves the common interest of both parties;
- b. This Agreement will benefit the public;
- c. The division of costs fairly compensates both parties to this Agreement; and
- d. The EISD and COUNTY have authorized their representative to sign this Agreement.

NOW, THEREFORE, the COUNTY and EISD agree as follows

## **TERMS AND CONDITIONS**

### **1. COUNTY RESPONSIBILITY**

- 1.1 COUNTY will furnish the labor and equipment for the overlay and new construction of approximately 4,887 square yards of parking lot area for EISD located at Everman Academy High School, 300 Shelby Road, Fort Worth.

### **2. EISD RESPONSIBILITY**

- 2.1 The EISD will furnish and pay for all materials including trucking costs for the Project.
- 2.2 The EISD shall perform or cause to be performed striping and site improvements.
- 2.3 The EISD will furnish a site for dumping waste materials generated during this "Project" in close proximity to the "Project" site.
- 2.4 The EISD will furnish all necessary rights of way, plan specifications and engineering drawings.
- 2.5 The EISD will furnish necessary traffic controls, including Type A barricades, to redirect traffic flow to alternate lanes during the construction phase of the "Project" if necessary; and
- 2.6 The EISD will provide necessary temporary driving lane markings.
- 2.7 The EISD will pay the COUNTY \$150.00 for equipment and man-hours.
- 2.8 If a Storm Water Pollution Prevention Plan ("SWPPP") is required, the EISD will be responsible for the design and development of the SWPPP. The EISD will pay for all cost (including subcontractor materials, labor and equipment) associated with the implementation and maintenance of the SWPPP.
- 2.9 The EISD shall perform or cause to be performed surveying, preparation of the subgrade and placement of all curb and gutter prior to COUNTY moving in, staking and installation of erosion control measure.

**3. PROCEDURES DURING "PROJECT"**

COUNTY retains the right to inspect and reject all materials provided for this "Project".

If the EISD has a complaint regarding the construction of the "Project", the EISD must complain in writing to the COUNTY within 30 days of "Project" completion. Upon expiration of 30 days after "Project" completion, the EISD becomes responsible for maintenance of the "Project" within their respective jurisdiction.

**4. NO WAIVER OF IMMUNITY**

This agreement does not waive COUNTY rights under a legal theory of sovereign immunity. This agreement does not waive EISD's rights under a legal theory of sovereign immunity.

**5. OPTIONAL SERVICES**

5.1 If necessary, COUNTY will furnish flag persons

**6. TIME PERIOD FOR COMPLETION**

EISD will give the COUNTY notice to proceed at the appropriate time. However, COUNTY is under no duty to commence construction at any particular time.

**7. THIRD PARTY**

The parties do not enter into this agreement to protect any specific third party. The intent of this agreement excludes the idea of a suit by a third party beneficiary. The parties to this agreement do not consent to the waiver of sovereign immunity under Texas law to the extent any party may have immunity under Texas law.

**8. JOINT VENTURE & AGENCY**

The relationship between the parties to this agreement does not create a partnership or joint venture between the parties. This agreement does not appoint any party as agent for the other party.

**9. EFFECTIVE DATE**

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed.

**10. TERMINATION OF AGREEMENT**

This Agreement shall automatically terminate upon completion of the "Project" or one (1) year from the date of this agreement, whichever is first. This Agreement may be renewed prior to its expiration upon the mutual consent of the parties.


**11. COMPLIANCE WITH LAWS**

In providing the services required by this Agreement, Vendor must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Vendor shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

COUNTY OF TARRANT

EVERMAN INDEPENDENT SCHOOL DISTRICT

\_\_\_\_\_  
County Judge

  
Felicia Donaldson, Ed.D.  
Superintendent

Date: \_\_\_\_\_

Date: 2/22/23

\_\_\_\_\_  
Commissioner Precinct 1,  
Roy Charles Brooks

Attest:

Attest:

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APPROVED AS TO FORM

APPROVED AS TO FORM AND LEGALITY

*Craig Price*

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CRIMINAL DISTRICT ATTORNEY'S OFFICE

\*By law, the Criminal District Attorney's Office may only  
Approve contracts for its clients. We reviewed this document  
For our client's legal perspective. Other parties may not rely  
On this approval. Instead, those parties should seek contract  
Review from independent counsel.